### House Bill 489 Service Delivery Strategy

City of Blairsville

**Union County** 

Submitted to the Georgia Department of Community Affairs In Compliance with HB 489 Legislation

Technical Assistance Provided By: Georgia Mountains Regional Development Center



MAY 14 PM

114 Courthouse Street, Box 1 • Blairsville, Georgia 30512 • (706) 745-9655 • Fax: (706) 745-1311

May 10, 1999

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

Re: Service Delivery Strategy (HB 489)
Agreement to Extend Deadline

#### Gentlemen:

Under O.C.G.A. 36-70-25(e) the local governments which will officially adopt the Service Delivery Strategy for Union County have agreed to an extension of time for completing the Service Delivery Strategy for Union County to October 29, 1999. We need the additional time to finalize and review the delivery of services to ensure that they are accurate and complete.

Enclosed is the original signed agreement for the extension. If you need further information, please let me know.

Sincerely,

Harold Cook

Sole Commissioner

Union County, Georgia

Enclosure

Cc: Ben J. Hulsey, Deputy Executive Director

Cook

Georgia Mountains RDC

#### **AGREEMENT**

Under O.C.G.A. 36-70-25(e), we the undersigned do hereby agree to extend the deadline for filing a Service Delivery Strategy for Union County to October 29, 1999.

The Services to be included in the Strategy and agreed upon by one or more of the undersigned local governments are as follows:

Historic Preservation/Museum **Emergency Medical Service** Fire Protection Parks and Recreation **Emergency Management** Chamber of Commerce Library Tax Assessment Tax Collection Jury Law Enforcement Equalization Board Social Services Jail Senior Services E911 Dispatch Clerk of Court **Extension Service** Probate Court Elections

Land Use Planning Magistrate Court **Economic Development Enotah Judicial Circuit Court Humane Society** Juvenile Court

**Animal Control** Superior Court Indigent Defense Soil Conservation Municipal Airport Detention/Probation

Road Maintenance/Construction Hospital Coroner Mental Health

Solid Waste Management Public Health Clean and Beautiful Water Service Waste Water Treatment Sewer Service

evele Harold Cook

Notary MY COMMISSION EXPIRES SEPT. 3, 2000 Sole Commissioner, Union County

Doris Colwell Mayor, City of Blairsville

ack Dayton

Sole Commissioner, Towns County

Carlos Sampson Mayor, City of Young Harris Notary

Date

Date

#### **Union County**

#### 1990 County and City Population Figures

Local Government Name	1990 Population
Union County	11,993
Unincorporated Area	11,429
City of Blairsville	564

Source: U.S. Census of Population, 1990

P.O. Box 1720 Gainesville, Georgia 30503 Phone (770) 538-2626 FAX (770) 538-2625

October 14, 1999

Mr. Rick Brooks, Director
Planning & Environmental Management Division
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, GA 30329-2231

Re: Union County H.B. 489 Service Delivery Strategy

Dear Rick:

Please find herein submitted the Union County H.B. 489 Service Delivery Strategy document for purposes of review and approval by the Georgia Department of Community Affairs. Should you have any questions or wish revisions of this document, please advise at your earliest convenience.

Thank you very much for your assistance in this matter. I look forward to hearing from you within the near future.

Sincerely,

Laurry Glasco

Executive Director

LG/ls Enclosures

P.O. Box 1720 Gainesville, Georgia 30503 Phone (770) 538-2626 FAX (770) 538-2625

October 26, 1999

Mr. Kevin DuBose Planning & Environmental Management Georgia Department of Community Affairs 60 Executive Park South, NE Atlanta, GA 30329-2231

#### **EXPRESS MAIL**

Re: Union County H.B. 489

Service Delivery Strategy Document Amendments

Dear Kevin:

Please find enclosed an amended DCA Page 1, which includes the Notla and Coosa Water Authorities, in reference to the above captioned subject. In addition, enclosed is a revised water service map for the Union County community.

Will Sheahan has collaborated with me in regard to these needed upgrades in order to satisfy DCA's guidelines. We appreciate DCA's contribution in providing assistance to Union County by way of Will for the resolution of this important effort.

Please advise should you require additional information regarding this service delivery strategy.

Sincerely,

Ben J. Hulsey

Deputy Executive Director

BJH/ls

copy: Commissioner Harold Cook

# UNION COUNTY H.B. 489 SERVICE DELIVERY STRATEGY

Union County & Blairsville

## UNION COUNTY SERVICE DELIVERY STRATEGY TABLE OF CONTENTS

Listing of Local Governments and Elected Officials

DCA Service Delivery Strategy Form #1

DCA Service Delivery Strategy Form #2

DCA Service Delivery Strategy Form #3

**Copy of Agreement as to Resolving Land Use Disputes Regarding Annexation** 

DCA Service Delivery Strategy Form #4

**Existing Agreements** 

**Utility Distribution Maps** 

#### Status of Service Delivery Strategy

Guide Book-Charting a Course

Frequently Asked Questions

Service Delivery Forms

Service Delivery Act

Bulletins

Status of Service Delivery Strategy

All local governments are automatically in compliance until July 1, 1999. Local governments not in compliance after July 1, 1999 will not be eligible for state administered financial assistance, grants, loans or permits.

County: Union County

Eligible: Yes

Status: Deadline extended to

Oct. 29th.

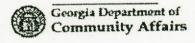
Next Scheduled Update: Cities in Union County:

Blairsville city

(pt.) = this city is located in more than one county. The eligibility status of this city is contingent on each county in which it is located complying with the Service Delivery Strategy Law. To verify the eligibility of this city, please click your "back" button and repeat the search using this city's name.

#### SHE MAP | FFEDBACK

Return to top of page



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Development | Surveys & Data

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# LOCAL GOVERNMENTS AND ELECTED OFFICIALS

# UNION COUNTY SERVICE DELIVERY STRATEGY CITY & COUNTY OFFICIALS

#### **Union County**

Harold Cook Sole Commissioner Union County Commission 114 Courthouse Street, Box 1 Blairsville, GA 30512 770-745-9655

#### **Blairsville**

Doris Colwell Mayor 39 Blue Ridge Street P.O. Box 307 Blairsville, GA 30514 770-745-2000

City Council:

**Betty Ann Williams** 

Jim Conley Dennis Garrett Ray Potts

#### GOVERNMENTS WHICH PROVIDE SOME SERVICE INTO UNION COUNTY OR PROVIDE JOINT SERVICES:

#### **Towns County**

Jack Dayton Sole Commissioner Towns County Commission 48 River Street, Suite B Hiawassee, GA 30546 770-896-2276

#### **Young Harris**

Carless Sampson Mayor P.O. Box 122 Young Harris, GA 30582 706-379-3171

City Council:

Hazel Nichols
Jennifer Mulkey
Beth Palmour
David Palmour
Matthew Miller
William Ross



#### GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

#### SERVICE DELIVERY STRATEGY

UNION FOR \_

COUNTY

PAGE 1

#### I. GENERAL INSTRUCTIONS

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

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

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

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

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

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

Union County City of Blairsville City of Young Harris Towns County

Coosa Water Authority Nolta Water Authority

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

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

JAnimal Control

Chamber of Commerce

Clean and Beautiful

/Clerk of Court

Coroner

E-911 Dispatch

Æconomic Development

Elections

/Emergency Management

Emergency Medical Service

Enotah Judicial Circuit Court

Equalization Board

Extension Service / Fire Protection

/Historic Preservation/Museum

√ Hospital

Humane Society

Indigent Defense

Jail

Jury

Juvenile Court

√Land Use Planning

Law Enforcement

Library

Magistrate Court

Mental Health

Municipal Airport

Parks and Recreation

Probate Court

Public Health
Road Maintenance/Construction

Senior Services

Sewer Service

Social Services

Soil Conservation

Solid Waste Management

Superior Court

Tax Assessment

Tax Collection

Waste Water Treatment

√ Water Service

#### GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS



#### SERVICE DELIVERY STRATEGY

UNION

COUNTY

PAGE 1

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  - 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 (page 2).
- Complete one copy of the Summary of Land Use Agreements form (page 3).
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  that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, page 4).
- 7. Mail the completed forms along with any attachments to:

FOR

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

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#### II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DEDIVERY STRATEGY:

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Union County
City of Blairsville
City of Young Harris
Towns County

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

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

Animal Control Chamber of Commerce Clean and Beautiful Clerk of Court Coroner E-911 Dispatch V Economic Development Elections Emergency Management Emergency Medical Service Enotah Judicial Circuit Court Equalization Board Extension Service Fire Protection Historic Preservation/Museum Hospital **Humane Society** Indigent Defense Jail

Jury V

Juvenile Court Land Use Planning Law Enforcement Library Magistrate Court Mental Health Municipal Airport Parks and Recreation Probate Court Public Health Road Maintenance/Construction Senior Services Sewer Service Social Services Soil Conservation / Solid Waste Management Superior Court Tax Assessment Tax Collection Waste Water Treatment Water Service



Page 2

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In	ctr	THE	tre	one.

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1

County: Union County	Servi	ce: Animal Control	
1. Check the box that best describes the a	greed upon delivery arrangement for this service:		
Service will be provided countywide government, authority or organization	(i.e., including all cities and unincorporated areas) by n providing the service.)	a single service provider. (If this box is checke	ed, identify the
Service will be provided only in the authority or organization providing to	unincorporated portion of the county by a single servine service.)	ce provider. (If this box is checked, identify the	government,
One or more cities will provide this s box is checked, identify the government	ervice only within their incorporated boundaries, and ent(s), authority or organization providing the service	the service will not be provided in unincorporate.)	ted areas. (If thi
One or more cities will provide this s this box is checked, identify the gove	ervice only within their incorporated boundaries, and rnment(s), authority or organization providing the ser	the county will provide the service in unincorporate.)	orated areas. (If
Other. (If this box is checked, attach other organization that will provide s (Union and Towns Counties sl	a legible map delineating the service area of each ervice within each service area.) nare a jail)	service provider, and identify the government,	authority, or
2. eveloping the strategy, were overla	pping service areas, unnecessary competition and/or	luplication of this service identified? ( )yes (	X)no
If these conditions will continue under the O.C.G.A. 36-70-24(1)), overriding benefit	strategy, attach an explanation for continuing the s of the duplication, or reasons that overlapping servi	arrangement (i.e., overlapping but higher level ce areas or competition cannot be eliminated).	s of service (Se
If these conditions will be eliminated under the responsible party and the agreed upon	er the strategy, attach an implementation schedule l deadline for completing it.	isting each step or action that will be taken to eli	iminate them,
<ol> <li>List each government or authority that v funds, special service district revenues, ho</li> </ol>	will help to pay for this service and indicate how the stel/motel taxes, franchise taxes, impact fees, bonded it	ervice will be funded (e.g., enterprise funds, use ndebtedness, etc.)	r fees, general
Local Government or Authority: Union County Commission	Funding Method: County General Fund		
4. How will the strategy change the previo There will be no change in the	us arrangements for providing and/or funding this ser delivery of this service.	vice within the county?	
5. List any formal service delivery agreem	ents or intergovernmental contracts that will be used	o implement the strategy for this service:	
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Commission	Effective and Ending Dates: Currently in effect and to continue indefinitely	,
<ol><li>What other mechanisms (if any) will be or fee changes, etc.), and when will they ta</li></ol>	used to implement the strategy for this service (e.g., oke effect? County ordinances, resolutions an	ordinances, resolutions, local acts of the General d state laws presently in effect.	Assembly, rate
7. Person completing form: Sylvia Turn	nage		

delivery strategy? Wyes O no If not, provide designated contact person(s) and phone number(s) below:

#### **Animal Control Services**

Union County provides Animal Control countywide through a trained employee. The services are funded out of County General Funds.

The delivery of Animal Control Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

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М	net	710	tre	nno

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County:	Union County		Service:	Chamber of Commerce
1. Check the	e box that best describes the agree	ed upon delivery arrangement	for this service:	
Service		e., including all cities and unit	ncorporated areas) by a sing	le service provider. (If this box is checked, identify the
Service authori	e will be provided only in the unit ty or organization providing the	ncorporated portion of the cou service.)	inty by a single service prov	vider. (If this box is checked, identify the government,
One or box is	more cities will provide this serv checked, identify the government	ice only within their incorporation (s), authority or organization	ated boundaries, and the ser providing the service.)	vice will not be provided in unincorporated areas. (If this
One or this box	more cities will provide this serv x is checked, identify the government	ice only within their incorpora nent(s), authority or organizat	ated boundaries, and the contion providing the service.)	unty will provide the service in unincorporated areas. (If
outer o	(If this box is checked, attach a larganization that will provide serventy of Blairsville provides with the provides with the state of the servent at the se	ice within each service area.		provider, and identify the government, authority, or
2 levelo	oping the strategy, were overlappi	ng service areas, unnecessary	competition and/or duplica	tion of this service identified? ( )yes (X) no
If these cond	litions will continue under the str	ategy, attach an explanation	for continuing the arrang	ement (i.e., overlapping but higher levels of service (Sees or competition cannot be eliminated).
If these cond the responsi	ditions will be eliminated under the ble party and the agreed upon dea	ne strategy, attach an implem dline for completing it.	nentation schedule listing e	ach step or action that will be taken to eliminate them,
runds, specia	government or authority that will al service district revenues, hotel/ rnment or Authority:	motel taxes, franchise taxes, i	nd indicate how the service impact fees, bonded indebte ding Method:	will be funded (e.g., enterprise funds, user fees, general liness, etc.)
	unty Commission			el-Motel Tax, Membership Fees
City of Bl	airsville		,, <u></u> ,	Tax, Memoriship 1 ces
4. How will There	the strategy change the previous will be no change in the del	arrangements for providing an ivery of this service.	nd/or funding this service wi	thin the county?
5. List any fo	ormal service delivery agreements	s or intergovernmental contrac	cts that will be used to imple	ement the strategy for this service:
Agreement	Name:	Contracting Parties:		Effective and Ending Dates:
Service De	elivery Strategy	Union County Com	mission	Currently in effect and to
		City of Blairsville		continue indefinitely
6. What other	mechanisms (if any) will be use	d to implement the strategy for	or this service (e.g., ordinan	ces, resolutions, local acts of the General Assembly, rate
or fee change	es, etc.), and when will they take	effect? County ordinance	es, resolutions and state	e and federal laws presently in effect.
7. Person con	mpleting form: Sylvia Turnag	ge .		
	er: <u>(706) 745-9655</u>	Date completed:	6-30-99	
ucii suai	person who should be contacted be tegy? We yes O no de designated contact person(s) as		ting whether proposed local	government projects are consistent with the service

#### **Chamber of Commerce Services**

Chamber of Commerce Services are provided countywide by the Union County Chamber of Commerce. The services are funded by Hotel-Motel taxes, County and City General Funds, membership fees and profits from operation of a gift shop at the Welcome Center.

The delivery of Chamber of Commerce Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1.

Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County		Service:	Clean and Beautiful
1. Check the box that best describ	pes the agreed upon delivery arrangement for	r this service:	
Service will be provided cour government, authority or organical	ntywide (i.e., including all cities and uninco ganization providing the service.) North C	rporated areas) by a singl Seorgia Resource Ma	e service provider. (If this box is checked, identify the nagement
Service will be provided onl authority or organization pro	y in the unincorporated portion of the county oviding the service.)	y by a single service provi	der. (If this box is checked, identify the government,
One or more cities will provi	ide this service only within their incorporate government(s), authority or organization pro	d boundaries, and the service.)	rice will not be provided in unincorporated areas. (If this
One or more cities will provi	ide this service only within their incorporate the government(s), authority or organization	d boundaries, and the country providing the service.)	nty will provide the service in unincorporated areas. (If
other organization that will p	d, attach a legible map delineating the serv provide service within each service area.) provides waste water treatment for it		provider, and identify the government, authority, or
			ion of this service identified? ( )yes (X) no
	under the strategy, attach an explanation for generation for generation of the duplication, or reasons that		ement (i.e., overlapping but higher levels of service (Se or competition cannot be eliminated).
If these conditions will be eliminathe responsible party and the agree	ated under the strategy, attach an implement end upon deadline for completing it.	ntation schedule listing ea	ach step or action that will be taken to eliminate them,
3. List each government or author funds, special service district reve Local Government or Authorite	enues, hotel/motel taxes, franchise taxes, imp	indicate how the service vect fees, bonded indebted indeb	will be funded (e.g., enterprise funds, user fees, general liness, etc.)
Union County Commission		y General Fund	
	he previous arrangements for providing and/ in the delivery of this service.	or funding this service wi	thin the county?
5. List any formal service deliver	y agreements or intergovernmental contracts	that will be used to imple	ement the strategy for this service:
Agreement Name:	Contracting Parties:		Effective and Ending Dates:
Service Delivery Strategy	Union County Comm	ission	Currently in effect and to continue indefinitely
6. What other mechanisms (if any	) will be used to implement the strategy for	this service (e.g., ordinan	ces, resolutions, local acts of the General Assembly, rat
			and federal laws presently in effect.
7. Person completing form: Syl	via Turnage		
Phone number: (706) 745-96.	55 Date completed: 6	-30-99	
deh / strategy? Syes O no	e contacted by state agencies when evaluating the person(s) and phone number(s) below:	ng whether proposed local	government projects are consistent with the service

#### Clean and Beautiful Services

Union County provides Clean and Beautiful Services countywide through North Georgia Resource Management. These services provide education in waste management, composting and recycling. The services are funded out of County General Funds.

The delivery of Clean and Beautiful Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

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delivery strategy? Vyes O no

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

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

Co	ounty: <u>Union County</u>		Service:	Clerk of Court
1. 0	Check the box that best describes the agre	ed upon delivery arrangement for th	is service:	
×	Service will be provided countywide (i. government, authority or organization p	e., including all cities and unincorporoviding the service.)	rated areas) by a single	e service provider. (If this box is checked, identify the
	Service will be provided only in the uni authority or organization providing the	incorporated portion of the county by service.)	a single service provi	der. (If this box is checked, identify the government,
	One or more cities will provide this serve box is checked, identify the government	vice only within their incorporated by t(s), authority or organization provid	oundaries, and the serving the service.)	rice will not be provided in unincorporated areas. (If the
	One or more cities will provide this serve this box is checked, identify the government.	vice only within their incorporated be ment(s), authority or organization pr	oundaries, and the cour oviding the service.)	nty will provide the service in unincorporated areas. (If
	Other. (If this box is checked, attach a other organization that will provide serv	legible map delineating the service vice within each service area.)	area of each service	provider, and identify the government, authority, or
2.	eveloping the strategy, were overlapp	ing service areas, unnecessary comp	etition and/or duplicati	on of this service identified? ( )yes (X)no
If th	hese conditions will continue under the sta C.G.A. 36-70-24(1)), overriding benefits of	rategy, attach an explanation for co of the duplication, or reasons that over	ontinuing the arrange erlapping service areas	ement (i.e., overlapping but higher levels of service (Se or competition cannot be eliminated).
If the	hese conditions will be eliminated under t responsible party and the agreed upon de	he strategy, attach an implementat adline for completing it.	ion schedule listing ea	ch step or action that will be taken to eliminate them,
3. L	ist each government or authority that wilds, special service district revenues, hotel	l help to pay for this service and indi /motel taxes, franchise taxes, impact	cate how the service w fees, bonded indebted	vill be funded (e.g., enterprise funds, user fees, general ness, etc.)
	cal Government or Authority: ion County Commission	Funding M General I		
4. I	low will the strategy change the previous There will be no change in the de	arrangements for providing and/or f	unding this service wit	hin the county?
5. L	ist any formal service delivery agreemen	ts or intergovernmental contracts tha	t will be used to imple	ment the strategy for this service:
Agr Ser	reement Name: rvice Delivery Strategy	Contracting Parties: Union County Commissi	ion	Effective and Ending Dates: Currently in effect and to continue indefinitely
6. V	What other mechanisms (if any) will be us	ed to implement the strategy for this	service (e.g., ordinance	es, resolutions, local acts of the General Assembly, rat-
or f	ee changes, etc.), and when will they take	effect? County ordinances, re-	solutions and state	and federal laws presently in effect.
	Person completing form: Sylvia Turna			
Pho	umber: (706) 745-9655	Date completed: 6-30	-99	
8. Is	s this the person who should be contacted	by state agencies when evaluating w	hether proposed local	government projects are consistent with the service

#### Clerk of Court Services

Union County provides Clerk of Court Services countywide. The services are funded out of County General Funds.

The delivery of Clerk of Court Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Instru	CT	IOI	70

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this

County: Union County		Service:	Coroner
1. Check the box that best describes the agr	eed upon delivery arrangement for this s	ervice:	
Service will be provided countywide ( government, authority or organization	i.e., including all cities and unincorporate providing the service.)	ed areas) by a singl	e service provider. (If this box is checked, identify the
Service will be provided only in the un authority or organization providing the	nincorporated portion of the county by a service.)	single service provi	der. (If this box is checked, identify the government,
One or more cities will provide this set box is checked, identify the government	rvice only within their incorporated bour nt(s), authority or organization providing	daries, and the serv the service.)	rice will not be provided in unincorporated areas. (If this
One or more cities will provide this see this box is checked, identify the govern	rvice only within their incorporated boun nment(s), authority or organization provi	daries, and the cour ding the service.)	nty will provide the service in unincorporated areas. (If
Other. (If this box is checked, attach a other organization that will provide set (Union and Towns Counties sha	rvice within each service area.)	ea of each service	provider, and identify the government, authority, or
2. 1 eveloping the strategy, were overlap	ping service areas, unnecessary competit	ion and/or duplicat	ion of this service identified? ( )yes (X) no
If these conditions will continue under the s O.C.G.A. 36-70-24(1)), overriding benefits	strategy, attach an explanation for cont of the duplication, or reasons that overla	inuing the arrange	ement (i.e., overlapping but higher levels of service (Se or competition cannot be eliminated).
If these conditions will be eliminated under the responsible party and the agreed upon d	the strategy, attach an implementation eadline for completing it.	schedule listing ea	ach step or action that will be taken to eliminate them,
3. List each government or authority that we funds, special service district revenues, hote	ill help to pay for this service and indicate.  Umotel taxes, franchise taxes, impact fee	e how the service ves, bonded indebted	vill be funded (e.g., enterprise funds, user fees, general ness, etc.)
Local Government or Authority:	Funding Me		
Union County Commission	County Gen	ieral Fund	
4. How will the strategy change the previou There will be no change in the d	s arrangements for providing and/or fund elivery of this service.	ling this service wit	hin the county?
5. List any formal service delivery agreeme	nts or intergovernmental contracts that w	ill be used to imple	ment the strategy for this service:
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Commission		Effective and Ending Dates: Currently in effect and to continue indefinitely
6. What other mechanisms (if any) will be u	sed to implement the strategy for this ser	vice (e.g. ordinano	es, resolutions, local acts of the General Assembly, rate
or fee changes, etc.), and when will they tak	e effect? County ordinances, resol	utions and state	laws presently in effect.
7. Person completing form: Sylvia Turn	age		
Pho. mber: (706) 745-9655	Date completed: 6-30-9	9	

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? O yes O no

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

#### **Coroner Services**

Union County provides Coroner Services Countywide. The services are funded out of County General Funds.

The delivery of Coroner Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Service: E911 Dispatch

Instructions:

County: Union County

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

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

Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

$\boxtimes$				
	Service will be provided countywide (i.e., including all government, authority or organization providing the se	ll cities and ur ervice.)	nincorporated area	s) by a single service provider. (If this box is checked, identify the
	Service will be provided only in the unincorporated po- authority or organization providing the service.)	ortion of the co	ounty by a single s	ervice provider. (If this box is checked, identify the government,
	One or more cities will provide this service only within box is checked, identify the government(s), authority of	n their incorport or organization	orated boundaries, n providing the ser	and the service will not be provided in unincorporated areas. (If this vice.)
	One or more cities will provide this service only within this box is checked, identify the government(s), author	n their incorpority or organiz	orated boundaries, cation providing th	and the county will provide the service in unincorporated areas. (If e service.)
	Other. (If this box is checked, attach a legible map do other organization that will provide service within each (Union and Towns Counties share a jail)	elineating the	service area of e	ach service provider, and identify the government, authority, or
2. ц	a developing the strategy, were overlapping service are	as, unnecessar	ry competition and	/or duplication of this service identified? ( )yes (X) no
If the	ese conditions will continue under the strategy, <b>attach</b> .G.A. 36-70-24(1)), overriding benefits of the duplication	an explanation, or reasons	on for continuing that overlapping s	the arrangement (i.e., overlapping but higher levels of service (See ervice areas or competition cannot be eliminated).
If the	ese conditions will be eliminated under the strategy, at responsible party and the agreed upon deadline for comp	tach an imple pleting it.	ementation sched	ale listing each step or action that will be taken to eliminate them,
3. Li tund	ist each government or authority that will help to pay for s, special service district revenues, hotel/motel taxes, fi	or this service ranchise taxes	and indicate how t	he service will be funded (e.g., enterprise funds, user fees, general led indebtedness, etc.)
	16			
Ince				
	on County Commission		inding Method: eneral Fund and	Subscriber Fees
Uni 4. He		Ge for providing	eneral Fund and	
Uni 4. He	on County Commission ow will the strategy change the previous arrangements	Ge for providing s service.	eneral Fund and	s service within the county?
Uni 4. He 5. Li	ow will the strategy change the previous arrangements.  There will be no change in the delivery of this stany formal service delivery agreements or intergover the seement Name:  Contract	Ge for providing s service.	eneral Fund and and/or funding thi racts that will be u	s service within the county?
Uni 4. Ho 5. Li Agree Serv	ow will the strategy change the previous arrangements. There will be no change in the delivery of this stany formal service delivery agreements or intergover the ement Name:  Source Delivery Strategy  Contract Union  That other mechanisms (if any) will be used to implement	for providing s service.  Immental contracting Parties: County County the strategy	and/or funding this racts that will be undirected mmission	s service within the county?  sed to implement the strategy for this service:  Effective and Ending Dates: Currently in effect and to
Uni 4. Ho 5. Li Agree 6. W	ow will the strategy change the previous arrangements. There will be no change in the delivery of this stany formal service delivery agreements or intergover the ement Name:  Source Delivery Strategy  Contract Union  That other mechanisms (if any) will be used to implement	for providing s service.  Immental contracting Parties: County County the strategy	and/or funding this racts that will be undirected mmission	sed to implement the strategy for this service:  Effective and Ending Dates: Currently in effect and to continue indefinitely  g., ordinances, resolutions, local acts of the General Assembly, rate

#### **E911 Dispatch Services**

Union County provides Emergency Dispatch (E911) Services countywide. The services are funded out of County General Funds and a \$1.50 tax per month per telephone subscriber.

The delivery of E911 Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

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Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County		Service:	Economic Development		
1. Check the box that best describes the ag	reed upon delivery arrangement for this	service:			
Service will be provided countywide government, authority or organization	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 authority or organization providing the	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 s box is checked, identify the government	ervice only within their incorporated bou ent(s), authority or organization providing	undaries, and the sering the service.)	vice will not be provided in unincorporated areas. (If the		
One or more cities will provide this s this box is checked, identify the gove	ervice only within their incorporated bor rnment(s), authority or organization pro	undaries, and the cou viding the service.)	inty will provide the service in unincorporated areas. (I		
Other. (If this box is checked, attach other organization that will provide s	a legible map delineating the service service within each service area.)	area of each service	provider, and identify the government, authority, or		
2. veloping the strategy, were overla	oping service areas, unnecessary compet	tition and/or duplicat	ion of this service identified? ( )yes (X) no		
If these conditions will continue under the O.C.G.A. 36-70-24(1)), overriding benefit	strategy, attach an explanation for cor s of the duplication, or reasons that over	ntinuing the arrang lapping service areas	ement (i.e., overlapping but higher levels of service (S s or competition cannot be eliminated).		
If these conditions will be eliminated unde the responsible party and the agreed upon	r the strategy, attach an implementation deadline for completing it.	on schedule listing e	ach step or action that will be taken to eliminate them,		
3. List each government or authority that v funds, special service district revenues, ho Local Government or Authority:	el/motel taxes, franchise taxes, impact f	ees, bonded indebted	will be funded (e.g., enterprise funds, user fees, general lness, etc.)		
Union County Commission	Funding M	eneral Fund and S	State Counts		
Union County Development Author	rity County Ge	merar rund and s	State Grants		
4. How will the strategy change the previo There will be no change in the	.  Is arrangements for providing and/or fur	nding this service wi	thin the county?		
5. List any formal service delivery agreement	ents or intergovernmental contracts that	will be used to imple	ement the strategy for this service:		
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Commission	on	Effective and Ending Dates: Currently in effect and to continue indefinitely		
6. What other mechanisms (if any) will be or fee changes, etc.), and when will they ta	used to implement the strategy for this see effect? County ordinances, reso	ervice (e.g., ordinand olutions and state	es, resolutions, local acts of the General Assembly, rat and federal laws presently in effect.		
7. Person completing form: Sylvia Turr					
Phone number: (706) 745-9655	Date completed: 6-30-	99			
B. Is the person who should be contacted lelivery strategy? So yes O no If not, provide designated contact person(s		ether proposed local	government projects are consistent with the service		

#### **Economic Development Services**

Union County provides Economic Development Services countywide through the Union County Development Authority, the Joint Development Authority and the Georgia Mountains regional Development Corporation. The services are funded out of County General Funds and State Grants.

The delivery of Economic Development Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

instructions:  Make copies of the form and complete one for each se Answer each question below, attaching additional page should be reported to the Department of community A	s as necessary. If the		
County: Union County	Service:	Elections	
1. Cheek the box that best describes the agreed upon d	elivery arrangement fo	or this service:	
Service will be provided countywide (i.e., including government, authority or organization providing to		orporated areas) by a single service pro	ovider. (If this box is checked, identify the
Service will be provided only in the unincorporate authority or organization providing the service.)	ed portion of the count	ty by a single service provider. (If this	box is checked, identify the government,
One or more cities will provide this service only to box is checked, identify the government(s), authorized the contract of th			be provided in unincorporated areas. (If this
One or more cities will provide this service only this box is checked, identify the government(s), a			vide the service in unincorporated areas. (If
Other. (If this box is checked, attach a legible mother organization that will provide service within (Union County provides for County, State &	n each service area.)		
2. In developing the strategy, were overlapping ser	vice areas, unnecessar	y competition and/or duplication of thi	s service identified? ( )yes (X )110
If these conditions will continue under the strategy, at O.C.G.A. 36-70-24(1)), overriding benefits of the dup			
If these conditions will be eliminated under the strateg the responsible party and the agreed upon deadline for		entation schedule listing each step or	action that will be taken to eliminate them,
3. List each government or authority that will help to funds, special service district revenues, hotel/motel ta	xes, franchise taxes, in		ed (e.g., enterprise funds, user fccs, general
	nding Method: inty General Fund		
City of Blairsville City	General Fund		
<ol> <li>How will the strategy change the previous arranger There will be no change in delivery of this ser</li> </ol>		Wor funding this service within the con	unty?
5. List any formal service delivery agreements or inter		ts that will be used to implement the st	
Agreement Name: Co Service Delivery Strategy U	nion County Comm	igelan	Effective and Ending Dates Currently in effect and to
	ity of Blairsville	ISATOII	continue indefinitely
6. What other mechanisms (if any) will be used to import fee changes, etc.), and when will they take effect?			
7. Person completing form: Sylvia Turnage			
Phone number: (706) 745-9655 Date of	ompleted: <u>6-30-9</u>	9	
8. Is this the person who should be contacted by state delivery strategy? Wyes O no If not, provide designated contact person(s) and phor		ting whether proposed local governme	nt projects are consistent with the service

#### **Election Services**

Union County provides Election Services countywide for County, State and Federal elections; the City of Blairsville provides for City elections. The services for County, State and Federal elections are funded out of County General Funds and the City elections are funded out of City General Funds.

The delivery of Election Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services.

Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

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Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

should be reported to the Department of community	v Allairs.					
County: <u>Union County</u>	Serv	rice: Emergency Management				
1. Check the box that best describes the agreed upo	on delivery arrangement for this service:					
Service will be provided countywide (i.e., incl government, authority or organization providing	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 unincorporauthority 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 on box is checked, identify the government(s), au	ly within their incorporated boundaries, and thority or organization providing the serv	nd the service will not be provided in unincorporated areas. (If thi				
One or more cities will provide this service on this box is checked, identify the government(s	ly within their incorporated boundaries, an ), authority or organization providing the	nd the county will provide the service in unincorporated areas. (If service.)				
Other. (If this box is checked, attach a legible other organization that will provide service with	map delineating the service area of eacthin each service area.)	h service provider, and identify the government, authority, or				
2. Leveloping the strategy, were overlapping ser	vice areas, unnecessary competition and/c	or duplication of this service identified? ( )yes (X) no				
If these conditions will continue under the strategy, O.C.G.A. 36-70-24(1)), overriding benefits of the d	attach an explanation for continuing th uplication, or reasons that overlapping ser	ne arrangement (i.e., overlapping but higher levels of service (Service areas or competition cannot be eliminated).				
If these conditions will be eliminated under the strat the responsible party and the agreed upon deadline	tegy, attach an implementation schedule for completing it.	e listing each step or action that will be taken to eliminate them,				
3. List each government or authority that will help t funds, special service district revenues, hotel/motel	o pay for this service and indicate how the taxes, franchise taxes, impact fees, bonde	e service will be funded (e.g., enterprise funds, user fees, general d indebtedness, etc.)				
Local Government or Authority: Union County Commission	Funding Method: General Fund, GEN	MA and FEMA Grants				
4. How will the strategy change the previous arrang There will be no change in the delivery	ements for providing and/or funding this so of this service.	service within the county?				
5. List any formal service delivery agreements or in	tergovernmental contracts that will be use	d to implement the strategy for this service:				
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Commission	Effective and Ending Dates: Currently in effect and to continue indefinitely				
6. What other mechanisms (if any) will be used to in or fee changes, etc.), and when will they take effect?	nplement the strategy for this service (e.g. County ordinances, resolutions a	, ordinances, resolutions, local acts of the General Assembly, rate and state and federal laws presently in effect.				
7. Person completing form: Sylvia Turnage Pho amber: (706) 745-9655	Date completed: 6-30-99					
8. Is this the person who should be contacted by stat delivery strategy?  yes O no If not, provide designated contact person(s) and pho		osed local government projects are consistent with the service				

#### **Emergency Management**

Union County provides Emergency Management Services countywide. The services are funded out of general funds and by grant monies from Georgia Emergency Management Agency and Federal Emergency Management Agency.

The delivery of Emergency Management Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Instructions:

lelivery strategy? Vyes O no

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

Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

Co	unty:	Union County		Service:	Emergency Medical Service
1. <b>C</b>	heck the	box that best describes the agreed u	pon delivery arrangement for this so	ervice:	
$\boxtimes$	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 the 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. (I other org	f this box is checked, attach a legil ganization that will provide service	ole map delineating the service are within each service area.)	ea of each service	provider, and identify the government, authority, or
2. [	velop	oing the strategy, were overlapping	service areas, unnecessary competiti	ion and/or duplica	tion of this service identified? ( )yes (X) no
					gement (i.e., overlapping but higher levels of service (Se is or competition cannot be eliminated).
		itions will be eliminated under the s le party and the agreed upon deadling		schedule listing e	each step or action that will be taken to eliminate them,
			p to pay for this service and indicate tel taxes, franchise taxes, impact fee		will be funded (e.g., enterprise funds, user fees, general kiness, etc.)
Uni	on Cou	nment or Authority: nty Commission eral Hospital Authority	<u>Funding Met</u> General Fur	hod: nd and User Fe	es
4 How will the strategy change the previous arrangements for providing and/or funding this service within the county?  There will be no change in the delivery of this service.					
5. Li	ist any fo	rmal service delivery agreements or	r intergovernmental contracts that w	ill be used to impl	lement the strategy for this service:
	eement N vice De	Name: livery Strategy	Contracting Parties: Union County Commission	1	Effective and Ending Dates: Currently in effect and to continue indefinitely
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, rator fee changes, etc.), and when will they take effect? County ordinances, resolutions and state and federal laws presently in effect.					
7. Po		npleting form: Sylvia Turnage er: (706) 745-9655	Date completed:6-30-9	9	
. Ie	thic the	person who should be contacted by	ctate agencies when evaluating whe	ther proposed loca	al government projects are consistent with the service

#### **Emergency Medical Services**

Union County provides Emergency Medical Services countywide through the Union General Hospital Authority and the County's Emergency Management Services department. The services are funded out of general funds and user fees.

The delivery of Emergency Medical Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: <u>Union County</u>		Service:	Enotah Judicial Circuit Court			
1. Check the box that best describes the agreed	d upon delivery arrangement for this	s service:	- Court			
	including all cities and unincorpor		e service provider. (If this box is checked, identify the			
Service will be provided only in the unincauthority or organization providing the se	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 box is checked, identify the government(s	e only within their incorporated both), authority or organization providir	undaries, and the ser-	vice will not be provided in unincorporated areas. (If this			
One or more cities will provide this service this box is checked, identify the government.	e only within their incorporated bouent(s), authority or organization pro-	undaries, and the cou viding the service.)	nty will provide the service in unincorporated areas. (If			
	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 Circuit Court serves Union, Towns, White and Lumpkin Counties)					
2. eveloping the strategy, were overlapping	g service areas, unnecessary compet	ition and/or duplicat	ion of this service identified? ( )yes (X) no			
	cgy, attach an explanation for cor	itiniiing the arrang	emant (i.e. overlanning but his best levels of a vi (0			
•	strategy, attach an implementatio		ach step or action that will be taken to eliminate them,			
3. List each government or authority that will he funds, special service district revenues, hotel/m Local Government or Authority: Union, Towns, White and Lumpkin Co Commissions	otel taxes, franchise taxes, impact for <u>Funding Mo</u>	ees, bonded indebted ethod:	will be funded (e.g., enterprise funds, user fees, general ness, etc.)  nty, State funds and grants			
4. How will the strategy change the previous ar There will be no change in the deliv	rangements for providing and/or fur very of this service.	nding this service wit	hin the county?			
5. List any formal service delivery agreements	or intergovernmental contracts that	will be used to imple	ment the strategy for this service:			
Agreement Name: Service Delivery Strategy Intergovernmental Agreement	Contracting Parties: Union, Towns, White and Commissions	Lumpkin County	Effective and Ending Dates: Currently in effect and to continue indefinitely			
What other mechanisms (if any) will be used or fee changes, etc.), and when will they take ef	to implement the strategy for this so feet? County resolutions and	ervice (e.g., ordinand state and federal	es, resolutions, local acts of the General Assembly, rate laws presently in effect.			
Person completing form: Sylvia Turnage						
Phone number: (706) 745-9655	Date completed:6-30-9	99				
S. Is thus the person who should be contacted by	state agencies when evaluating who	ether proposed local	government projects are consistent with the service			

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

#### **Enotah Judicial Circuit Court Services**

Union, Towns, White and Lumpkin Counties share in funding Enotah Judicial Circuit Court that serves the four counties. The services are funded out of General Funds of the counties and by state funds and grants.

The delivery of Circuit Court Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

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Roger N. London, Chairman Edwin Nix, Post 1 Ben R. Brady, Post 2

Phone: (706) 865-2235 Fax: (706) 865-1324

March 12, 1999

Honorable Harold Cook Commissioner Union County Commission 114 Courthouse Street, Box 1 Blairsville, Georgia 30512

Honorable Charlie Ridley Commissioner Lumpkin County Commissioners 99 Courthouse Hill Dahlonega, Georgia 30533 Honorable Jack Dayton Commissioner Towns County Commission P.O. Box 326 Hiawassee, Georgia. 30546-0326

Honorable Roger London Commission Chairman White County Board of Commissioners 59 South Main Street, Suite A Cleveland, Georgia 30528

### Dear Commissioner:

Attached is a copy of the "Memorandum of Intergovernmental Agreement" and the "Addendum to Memorandum of Intergovernmental Agreement". I changed the effective date to coincide with your decision of March 11th to initiate an effective date of April 1, 1999. Also, in Paragraph 4 of the Addendum, I extended the period to coincide with those three counties on calendar year budgets.

Please initial these changes if you're okay with them and return to me your original initialed copy. Keep a copy for your records.

Sincerely,

David R. Abercrombie County Administrator

COPY

CC:

Judge Hugh Stone
Judge David Barrett
District Attornov Ston Co.

District Attorney Stan Gunter

# MEMORANDUM OF INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, is made and entered into by each party hereof among the Counties of Lumpkin. Union, Towns and White, all political subdivisions of the State of Georgia, and shall be effective July 1, 1998. April 1, 1999

### Witnesseth:

THAT WHEREAS, the four counties named as parties to this Agreement make up the Enotah Judicial Circuit formed in 1991;

AND WHEREAS, the expenses involved in the housing and operations of the officials and staff of the Enotah Judicial Circuit were borne by the above-named counties;

AND WHEREAS, the governing authorities of the counties named herein heretofore entered into a contract for a division of the expenses among the counties named in this contract; however, the parties hereto desire to review, amend and restate the terms of their mutual agreement;

NOW, THEREFORE, it is hereby agreed and understood by the governing authorities of the counties to this agreement as follows:

-1-

There currently exists three office locations of the officials of the Enotah Judicial Circuit: 1) The office of the Senior Superior Court Judge and his staff housed in Union County; 2) Superior Court Judge and his staff housed in White County; and 3) The District Attorney and his staff housed in Lumpkin County. Under the initial agreement the counties housing the respective judges and district attorney provided all equipment (capital costs) and each county absorbed all of these costs.

-2-

Most positions for the Enotah Circuit are State-funded and travel and other expenses for the positions that are State positions should be paid from State funds. However, there are operating expenses, supplies, dues, subscriptions, etc. incurred by the Enotah Judicial Circuit which are circuit costs and should be shared (pro-rated by latest census population) by the four counties making up the circuit. There are also costs particular to each of the four counties that should be borne by each county individually, such as witness fees court reporters, jury script, etc.

Due to the complexity of the budgeting and expenses involved in the operation of the circuit, the position of a Judicial Circuit Administrator is hereby created to facilitate budgeting, accountability and other fiscal responsibilities concerning all county-shared obligations of the circuit. The cost of housing and start-up equipment of the administrator will be borne by Towns County However if Towns County with the consent of the other counties, designates another county to house the administrator. Towns County will reimburse the county housing the administrator for such expenses. Aside from the start-up and housing expenses (capital costs) of the Administrator and expenses of the Administrator particular to Towns County, the salary, benefits and other expenses of the Administrator will be handled as other county-shared obligations of the circuit. The administrator will be considered an employee of Towns County, or its approved designee, and be subject to the benefits, rules and regulations of the employing county. The annual operating budget for the Judicial Circuit Administrator shall not exceed \$40,000.00.

-4-

In May and November of each year, each county's governing authority, or its designee, shall meet with the administrator to formulate a budget and review mid-year reports for the shared county-funded portions of the circuit expenses. All four counties must be in agreement to approve budgets. Each county will then include its portion of the circuit budget in its over-all budget. Each county will be responsible for formulating its own budget for those expenses attributable to the circuit but are considered to be expenses particular to that county

-5-

After the budget for the circuit expenses has been adopted, each county shall forward one-fourth (1/4) of its share of the circuit expenses to the administrator quarterly. The administrator is authorized to open an account, deposit each county's portion of the expenses, and issue checks therefrom as hereinafter set out. The books and accounts of the administrator shall be available for review and inspection by an authorized representative of any county in the circuit at any reasonable time.

-6-

All bills incurred by the circuit, not covered by State funding and not considered to be expenses specific to each county, shall be presented to the Judicial Circuit Administrator for review. The administrator shall compare the bills with the approved budget and if appropriate, pay the bills and log the expenses. The administrator shall prepare a monthly financial report to all counties and the Judges and the District Attorney of the circuit. After the ninth month of each budget year, the County Commissioners shall meet with the Circuit Administrator, the Judges and the District Attorney to review the budget and make any needed amendments.

The following is a partial listing of items that will be considered to be expenses of the circuit to be shared (pro-rated by the latest census population) by the four counties:

Salaries and wages (circuit approved positions not state paid);

Personnel Benefits:

Supplies and Materials;

Postage;

Telephone (not telephone equipment maintenance);

Travel/Training/Meetings;

Dues/Subscriptions:

Printing/Publishing:

Photocopying;

Computer Software.

Other than as set out herein, it is agreed that no new county-funded positions will be approved for the circuit. It is also agreed that no supplements will be given to the State-funded or county-funded positions.

-8-

The following is a partial listing of items that will be considered as expenses specific to each county and not shared by the other counties:

Witness Fees,

Medical Expenses:

Space Rental:

Custodial Services:

Court Recorders:

Indigent Defense:

Jury Fund;

Telephone Equipment Maintenance.

Law books.

-9-

Meetings for discussion and decision making of the circuit and its fiscal responsibilities will be held from time to time as needed. The governing authority of any of the four counties may call a meeting with reasonable notification to the other counties; however, an elected commissioner from at least three of the four counties must be present in order to conduct business. All contracts must be approved by all four counties. All changes in policy or procedure must be approved by all four counties.

Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States Mail addressed as follows:

# Lumpkin County:

County Commissioner Lumpkin County 99 Courthouse Hill, Suite A Dahlonega, Georgia 30533

# Towns County:

County Commissioner Towns County 48 River Street, Suite B Hiawassee, Georgia 30546

### Union County:

County Commissioner
Union County
114 Courthouse Street, Box 1
Blairsville, Georgia 30512

# White County:

Chairman, Board of Commissioners' White County
59 South Main Street, Suite A
Cleveland, Georgia 30528

or to such other address as either party may designate for itself by written notice to the other parties given from time to time.

-11-

Any participating county shall have the right to withdraw from this agreement by providing no less than 60 days written notice to each of the other participating counties. That county shall pay all obligations accrued under this agreement within 30 days after its withdrawal.

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officer. have executed this Agreement on the day and year as set out beside their signatures, to be effective as hereinabove written.

LUMPKIN COUNTY	LU	MP	KIN	CO	HN	TX
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**TOWNS COUNTY** 

Charlie A Ridley

Sole Commissioner

Sole Commissioner

(Seal)

**UNION COUNTY** 

WHITE COUNTY

Harold Cook

Sole Commissioner

Commission Chairman

ATTEST: (

(Seal)

ATTEST:

# ADDENDUM TO MEMORANDUM OF INTERGOVERNMENTAL AGREEMENT

THIS ADDENDUM made and entered into by and among the Counties of Lumpkin, Union, Towns and White, all political subdivisions of the State of Georgia, and effective July 1

WITNESSETH, THAT WHEREAS, the parties to the Memorandum of Intergovernmental Agreement entered into, to be effective July 149 149 Addendum to the Agreement as hereinafter set out;

AND WHEREAS, said Memorandum of Intergovernmental Agreement created the position of a Judicial Circuit Administrator for the Enotah Judicial Circuit which serves all four Counties;

AND WHEREAS, said Agreement provided for the cost of housing and start-up equipment for said position to be borne by Towns County; however, with the consent of the other counties, Towns County could, by reimbursing the expenses, designate another county to house the administrator;

NOW, THEREFORE, for and in consideration of the benefits flowing to each party hereto, it is hereby agreed as follows:

-1-

Towns County has chosen not to employ and house the Judicial Circuit Administrator and has agreed to reimburse White County for the cost of housing and start-up equipment as set out in the Agreement for the performance of the duties (in-house) of the Judicial Circuit Administrator.

-2-

White County hereby agrees to perform (in-house) the services of the Judicial Circuit Administrator under said terms and conditions.

- 3 -

Lumpkin and Union Counties hereby agree to White County, as the designee of Towns County, performing the functions of the Judicial Circuit Administrator.

-4-

The parties hereto adopt the Enotah Judicial Circuit April 1996
Administrator Budget for the period beginning July 1, 1996 to
June 30, 1999, as attached hereto and made a part hereof.
Dec. 31

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officer, have executed this Addendum on the day and year as set out beside their signatures, to be effective as hereinabove written.

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- 1 /	uun	KIN	רומוז	עיוינא

Charlie A. Ridley

Sole Commissioner

ATTEST:

(Seal)

Date Approved:

UNION COUNTY

Harold Cook

Sole Commissione

(Seal)

Date Approved: 2

TOWNS COUNTY

By:

ack Dayton

Sole Commissioner

(Seal)

Date Approved:

WHITE COUNTY

Roger N. London

Commission Chairman

County Clerk

(Seal)

Date Approved:



### SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Instructions:

delivery strategy? O yes O no

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

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1.

Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

Alla		
County: Union County	Service:_	Equalization Board
1. Check the box that best describes the agreed upon deli	ivery arrangement for this service:	
Service will be provided countywide (i.e., including government, authority or organization providing the	gall cities and unincorporated areas) by a sire service.)	ngle service provider. (If this box is checked, identify the
Service will be provided only in the unincorporated authority or organization providing the service.)	portion of the county by a single service pro	ovider. (If this box is checked, identify the government,
One or more cities will provide this service only with box is checked, identify the government(s), authority	hin their incorporated boundaries, and the say or organization providing the service.)	ervice will not be provided in unincorporated areas. (If the
One or more cities will provide this service only with this box is checked, identify the government(s), authorized the service only with the service of the s	hin their incorporated boundaries, and the concrity or organization providing the service.	ounty will provide the service in unincorporated areas. (In
Other. (If this box is checked, attach a legible map of other organization that will provide service within ea (Union and Towns Counties share a jail)	delineating the service area of each service ach service area.)	ce provider, and identify the government, authority, or
developing the strategy, were overlapping service at	reas, unnecessary competition and/or duplic	cation of this service identified? ( )yes (X) no
If these conditions will continue under the strategy, attach O.C.G.A. 36-70-24(1)), overriding benefits of the duplicat	h an explanation for continuing the arrantion, or reasons that overlapping service are	ngement (i.e., overlapping but higher levels of service (Sees or competition cannot be eliminated).
If these conditions will be eliminated under the strategy, a the responsible party and the agreed upon deadline for con	attach an implementation schedule listing mpleting it.	each step or action that will be taken to eliminate them,
3. List each government or authority that will help to pay funds, special service district revenues, hotel/motel taxes,	for this service and indicate how the service, franchise taxes, impact fees, bonded indebt	e will be funded (e.g., enterprise funds, user fees, general tedness, etc.)
Local Government or Authority: Union County Commission	Funding Method: General Fund	
4. How will the strategy change the previous arrangements.  There will be no change in the delivery of the	s for providing and/or funding this service v	within the county?
i. List any formal service delivery agreements or intergove	rernmental contracts that will be used to imp	plement the strategy for this service:
	racting Parties: n County Commission	Effective and Ending Dates: Currently in effect and to continue indefinitely
What other mechanisms (if any) will be used to implement fee changes, etc.), and when will they take effect? Cou	nent the strategy for this service (e.g., ordinar nunty ordinances, resolutions and star	inces, resolutions, local acts of the General Assembly, rate laws presently in effect.
Person completing form: Sylvia Turnage		
Phi lumber: (706) 745-9655 Dat		

# **Union County Service Delivery Strategy**

# **Equalization Board Services**

Union County provides Equalization Board Services countywide. The services are funded out of County General Funds.

The delivery of Equalization Board Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Via un:	swer each que	he form and complete stion below, attaching d to the Department o	additional pa	ges as necessary.	page 1, Section If the contact	n 111. Use exactly person for this ser	the same s vice (listed	ervice names lis at the bottom of	sted on page 1. I the page) change	s, this
Co	ounty: <u>Un</u>	ion County				Service:	Exte	nsion Servic	<u>e</u>	
. (	Check the box	that best describes the	e agreed upon	delivery arrange	ment for this s	ervice:				
X)	Service will government,	be provided countywing authority or organization	ide (i.e., includation providing	ling all cities and the service.)	d unincorporate University o	ed areas) by a singl f Georgia Coop	le service p erative E	rovider. (If this Extension Ser	box is checked, id vice	entify the
コ	Service will authority or	be provided only in to organization providing	he unincorpora ng the service.)	ated portion of th	ne county by a	single service prov	rider. (If thi	is box is checked	d, identify the gove	ernment,
	One or more box is check	cities will provide the	is service only rnment(s), auth	within their inconority or organiza	orporated bour ation providing	daries, and the ser the service.)	vice will no	ot be provided in	n unincorporated a	reas. (If this
_	One or more this box is c	e cities will provide the	nis service only government(s),	within their inc authority or orga	orporated bour anization provi	ndaries, and the conding the service.)	unty will pr	rovide the servic	e in unincorporate	ed areas. (If
_	Other. (If the other organi	is box is checked, att ization that will provi	ach a legible i de service with	map delineating hin each service	the service ar area.)	rea of each service	e provider,	and identify the	e government, auti	nority, or
		the strategy, were ov								
.)	.C.G.A. 36-70	ns will continue under 24(1)), overriding be	netits of the di	iplication, or rea	sons that over	apping sci vice are	m or comp.	outure construction	,	
h	ie responsible j	ns will be eliminated party and the agreed u	ipon deadline i	or completing it.	•					
.ì	unds, special se	ernment or authority t	that will help t s, hotel/motel	o pay for this ser taxes, franchise	vice and indicataxes, impact for Funding M	es, policed macer	will be fur edness, etc.	nded (e.g., enter .)	prise funds, user f	ees, general
Ĺ	ocal Governn Inion Count	nent or Authority: y Commission			County Ge	eneral Fund and	State Fu	inds		
	There wil	strategy change the p	the delivery	of this service	ce.					
5	. List any form	nal service delivery ag	reements or ir	ntergovernmental	contracts that	will be used to imp	plement the			
5		very Strategy		Contracting Pa Union County	y Commission			Currently in	Ending Dates:  effect and to definitely	
ć	o. What other nor fee changes,	nechanisms (if any) wetc.), and when will t	vill be used to i they take effec	mplement the start? County ord	rategy for this dinances, res	service (e.g., ordinated service)	ances, resolate and fe	lutions, local actederal laws pr	ts of the General A resently in effe	Assembly, ract.
Ī	Phone number:	leting form: <u>Sylvia</u> (706) 745-9655		Date comple						
,	delivery strates	erson who should be copy? We yes O no designated contact po				hether proposed lo	cal governi	ment projects ar	e consistent with t	he service

### **Union County Service Delivery Strategy**

### **Extension Services**

Extension Services are provided countywide by the University of Georgia Cooperative Extension Service. The services are funded out of County General Funds and State funds.

The delivery of Extension Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

# COOPERATIVE EXTENSION WORK IN AGRICULTURAL, AND NATURAL RESOURCES, 4-H & YOUTH, AND FAMILY & CONSUMER SCIENCES

University of Georgia College of Agricultural and Environmental Sciences
U. S. Department of Agriculture Cooperating
Cooperative Extension Service, Athens, Georgia 30602
and

-The	County-of-Union	,State of Geo	rgia, debtor f	or services rendered by Union	* : W
Exter	nsion Service according to Memorandum 30, 1999,			,	
amou	inting to: \$29,236.00	•			
-	OFFICE EXPENSES		·		
		Chec	k One	•	
		Estimated	Actual		
	Rental (office space, etc.)	. <b>(2</b> )		\$6000.00	·
	Telephone		8	\$3000.00	÷
	Utilities				
	Equipment		ă	\$ 500.00	
	Repairs		ū		
	Demonstration Material		0		
	Other Supplies (including		<b>&amp;</b>	\$2250.00	
	postage)				
Total Office Expenses		es		\$11,750.00	
	OTHER EXPENSES (Do Not Include	e 4-H EXPANSIO	ON FUNDS)		
	Van/Truck Expense	\$200	00.00		
	Professional Training	\$150	00.00		
	Total Other Expenses			\$3500.00	
	Total Travel Expenses	(from reverse side	e: A)	\$ 500.00	
	Total Gross County Sa	lary Expenses (fr	om reverse s	ide: B) \$13,486.00	
	Total Teachers Retiren	nent (from reverse	side: C)	\$1,035.00	
$\overline{}$	TOTAL ALL COUN	TY EXPENSES		\$30,271.00	



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

should be reported to the Department of community Affairs.		
County: Union County	Service:	Fire Protection
1. Check the box that best describes the agreed upon delivery arran	gement for this service:	
Service will be provided countywide (i.e., including all cities a government, authority or organization providing the service.)	and unincorporated areas) by a single	e service provider. (If this box is checked, identify the
Service will be provided only in the unincorporated portion of authority or organization providing the service.)	the county by a single service provi-	der. (If this box is checked, identify the government,
One or more cities will provide this service only within their in box is checked, identify the government(s), authority or organic	scorporated boundaries, and the servization providing the service.)	ice will not be provided in unincorporated areas. (If thi
One or more cities will provide this service only within their in this box is checked, identify the government(s), authority or or	icorporated boundaries, and the cour ganization providing the service.)	nty will provide the service in unincorporated areas. (If
Other. (If this box is checked, attach a legible map delineating other organization that will provide service within each service.)	g the service area of each service peach.)	provider, and identify the government, authority, or
2. eveloping the strategy, were overlapping service areas, unne	cessary competition and/or duplicati	on of this service identified? ( )yes (X) no
If these conditions will continue under the strategy, attach an explain O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or re-	nation for continuing the arrange asons that overlapping service areas	ement (i.e., overlapping but higher levels of service (Se or competition cannot be eliminated).
If these conditions will be eliminated under the strategy, attach an the responsible party and the agreed upon deadline for completing it	implementation schedule listing ead	ch step or action that will be taken to eliminate them,
3. List each government or authority that will help to pay for this se funds, special service district revenues, hotel/motel taxes, franchise	rvice and indicate how the service w taxes, impact fees, bonded indebted:	rill be funded (e.g., enterprise funds, user fees, general ness, etc.)
Local Government or Authority: Union County Commission	Funding Method: General Fund, Insurance Pre	emium Tax, and Donations
4. How will the strategy change the previous arrangements for provious There will be no change in the delivery of this service.	iding and/or funding this service with	hin the county?
5. List any formal service delivery agreements or intergovernmental	contracts that will be used to impler	ment the strategy for this service:
Agreement Name: Contracting Pa Service Delivery Strategy Union County	rties: V Commission	Effective and Ending Dates: Currently in effect and to continue indefinitely
5. What other mechanisms (if any) will be used to implement the str or fee changes, etc.), and when will they take effect? County ord	ategy for this service (e.g., ordinance inances, resolutions and state	es, resolutions, local acts of the General Assembly, rate and federal laws presently in effect.
Pho imber: (706) 745-9655 Date comple	eted: 6-30-99	
8. Is this the person who should be contacted by state agencies when delivery strategy? Gyes O no	evaluating whether proposed local a	government projects are consistent with the service

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

# **Union County Service Delivery Strategy**

# **Fire Protection**

Union County provides Fire Protection Services countywide. The services are funded out of County General Funds, Insurance Premium Tax and by public donations.

The delivery of Fire Protection Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Almiclions

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1.

Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County	Service:	Historic Preservation/Museum					
1. Check the box that best describes the agreed upon delivery arrangement for this s	service:						
Service will be provided countywide (i.e., including all cities and unincorporat government, authority or organization providing the service.) Union County	od arcas) by a single s Historical Society	crvice provider. (If this box is checked, identify the					
Service will be provided only in the unincorporated portion of the county by a authority or organization providing the service.)	single service provide	er. (II this box is checked, identify the government,					
One or more cities will provide this service only within their incorporated bour box is checked, identify the government(s), authority or organization providing	ndaries, and the service the service.)	e will not be provided in unincorporated areas. (If this					
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 defineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service orea.)							
2. In developing the strategy, were overlapping service areas, unnecessary competi	tion and/or duplication	n of this service identified? ( )yes (X) no					
If these conditions will continue under the strategy, attach an explanation for con- C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overl	tinuing the arrangen	nent (i.e., overlapping but higher levels of service (See recompetition cannot be climinated).					
If these conditions will be eliminated under the strategy, attach an implementation the responsible party and the ogreed upon deadline for completing it.	n schodule listing caol	h step or action that will be taken to eliminate them,					
3. List each government or authority that will help to pay for this service and indica finds, special service district revenues, hotel/motel taxes, franchise taxes, impact for	te how the service wil ws, bonded indebtedin	l be funded (c.g., enterprise funds, user fees, general ess, etc.)					
	inds of County and	l City, nations, and State grants					
4. How will the strategy change the previous arrangements for providing and/or fur. There will be no change in the delivery of this service.	• •						
5. List any formal service delivery agreements or intergovernmental contracts that	will be used to implem	ent the strategy for this service:					
Agreement Name: Service Delivery Strategy  Contracting Parties: Union County Commission City of Blairsville	n	Effective and Ending Dutes: Currently in effect and to continue indefinitely					
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? County ordinances, resolutions and state and federal laws presently in effect.							
7. Person completing form: Sylvia Turnage Phone number: (706) 745-9655  Date completed: 6-30-	99						
8. Is this the person who should be contacted by state agencies when evaluating whe delivery strategy? Gyes O no If not, provide designated contact person(s) and phone number(s) below:	ether proposed local g	covernment projects are consistent with the service					

### **Union County Service Delivery Strategy**

### Historic Preservation/Museum Services

Historic Preservation/Museum Services are provided countywide by the Union County Historical Society. The Union County Commission provides a building to house the Society's office and museum and provides the insurance coverage. The City of Blairsville provides maintenance services. The Society receives funds from membership fees, public donations, and State grants.

The delivery of Historic Preservation/Museum Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

l'age 2

Make copies of the form and complete one for ea Answer each question below, attaching additional should be reported to the Department of commun	pages as necessary. If the	, Section 111. Use exactly the same service names lis contact person for this service (listed at the bottom of	ted on page 1. *The page) changes, this
County: Union County	Service:_	Hospital	
1. Check the lxx that hest describes the agreed up	oon delivery mrangement fo	or this service:	
Service will be provided countywide (i.e., in government, authority or organization provided	cluding all cities and uninc ding the service.)Union G	corporated areas) by a single service provider. (If this eneral Hospital, Inc.	box is checked, identify the
Service will be provided only in the unincor authority or organization providing the servi	porated portion of the counce.)	ty by a single service provider. (If this box is checked	identify the government,
One or more cities will provide this service box is checked, identify the government(s),	only within their incorporat authority or organization p	ted boundaries, and the service will not be provided in roviding the service.)	n unincorporated areas. (If this
One or more cities will provide this service this box is checked, identify the government	only within their incorporal l(s), authority or organizati	ted boundaries, and the county will provide the service on providing the service.)	e in unincorporated areas. (If
Other. (If this box is checked, attach a legil other organization that will provide service	ole map delineating the se within each service erea.)	rvice area of each service provider, and identify the	government, authority, or
2. In developing the strategy, were overlapping	ng service eness, unnecesson	ry competition and/or duplication of this service ident	ified? ()yes (X)no
If these conditions will continue under the strate O.C.G.A. 36-70-24(1)), overriding benefits of the	gy, uttach an explanation e duplication, or reasons th	for continuing the arrangement (i.e., overlapping bat overlapping service areas or competition cannot be	ut higher levels of service (See eliminated).
these conditions will be climinated under the a the responsible party and the agreed upon deadli	arategy, attach an implem ne for completing it.	entation schedule listing each stop or action that will	be taken to climinate them,
funds, special service district revenues, hotel/me Local Government or Authority:	otel taxes, franchise taxes, in Funding Method:	. '	orise funds, user fees, general
Union County Commission Union General Hospital, Inc.	County General Fund ( User Fees	(ii requirea)	
4. How will the strategy change the previous arr There will be no change in delivery of the	ungements for providing ar is service.	nd/or funding this service within the county?	
	or intergovernmental contra	cts that will be used to implement the strategy for this	service:  Effective and Ending Dates:
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Comm	nission	Currently in effect and to continue indefinitely
6. What other mechanisms (if any) will be used or fee changes, etc.), and when will they take county. In 1996 the Authority went throng	Text? Union County Hot	for this service (e.g., ordinances, resolutions, local act spital Authority was created by State law to prove to form a non-profit corporation.	s of the General Assembly, rate ride hospital services in the
7. Person completing form: Sylvia Turna			
	Date completed: 6-30-		
8. Is this the person who should be contacted by delivery strategy? Gyes O no If not, provide designated contact person(s) an		nating whether proposed local government projects are	e consistent with the service

# Union County Service Delivery Strategy

#### Hospital Services

Hospital Services are provided countywide by Union General Hospital, Inc., a non-profit corporation which is governed by a Board of Trustees appointed by the Hospital Authority. The Hospital Authority Board members are appointed by the Union County Commission and the Mayor of the City of Blairsville. Hospital services are funded by user fees. Additionally, Union County is bound by contract to provide \$100,000 annually out of its General Funds for operation of the ambulance service, if required by the hospital; however, the hospital has not requested any funding from the County during the past seven or eight years.

The delivery of Hospital Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services.

Accordingly, the present delivery of these services within the County will continue for an indefinite period.

### UNION COUNTY HOSPITAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into by and between Union County (hereinafter referred to as "UNION COUNTY") and <u>Union General Hospital</u>, Blairsville, Georgia, a facility licensed to provide and/or arrange for hospital services in the State of Georgia (hereinafter referred to as "HOSPITAL").

In consideration of the promises and mutual covenants herein contained, it is mutually agreed as follows:

### ARTICLE I. DEFINITIONS

- A. "Clean Claim" means a properly completed claim form for services rendered to Subscriber, excluding claims where: coordination of benefits is actively pursued; or, medical claims review is necessary; or, pre-existing conditions may exist.
- B. "Covered Services" means those medical, hospital and other healthcare services and benefits to which Subscribers are entitled under the terms of the applicable group or individual medical and hospital certificates of coverage ("Certificates") which may be amended by UNION COUNTY.
- C. "Emergency" or "Emergency Services" are Medically Necessary services provided in connection with an "Emergency" defined as an unforeseen injury or illness requiring medical or surgical attention which the Subscriber secures after the onset of such condition (or as soon thereafter as the care can be made available, but which, in any case, is not later than twenty-four (24) hours after the onset) and in the absence of such care, the Subscriber could reasonably be expected to suffer serious physical impairment or death. Heart attacks, severe chest pain, cardiovascular accidents, hemorrhaging, poisonings, major burns, loss of consciousness, serious breathing difficulties, spinal injuries, shock, and other acute conditions are Emergencies.
- D. "Hospital" means a facility that is licensed as a general or special hospital by the State in which it is located, meets the standards of the Joint Commission on Accreditation of Healthcare Organizations (J.C.A.H.O.), and/or is certified to participate in the Medicare Program under Title XVIII of the Social Security Act and complies with all applicable Federal, State and local laws.
- E. "Subscriber(s)" means individuals: who have qualified for and are covered through the premium-paid period by the provisions of a UNION COUNTY Benefits Program or who have qualified for and are covered

through any health benefit program administered or partially insured by UNION COUNTY; or who are covered by another third party with which UNION COUNTY has a reciprocal or participating provider agreement; or who are covered by another program to which UNION COUNTY has agreed to extend the terms of this Agreement.

- F. "Managed Care Program" means the Prior Authorization process by which UNION COUNTY determines Medical Necessity (Medically Necessary services and/or supplies) and directs care to the most appropriate setting so as to provide healthcare in the most cost-effective manner.
- G. "Medical Director" means a duly licensed Physician who has been designated by UNION COUNTY to monitor the provision of medically necessary Covered Services to Subscriber.
- H. "Medically Necessary" services and/or supplies means the use of services or supplies as provided by a Hospital, Skilled Nursing Facility, Physician or any other healthcare provider required to identify or treat a Subscriber's illness or injury and which, as determined by UNION COUNTY, are:
- 1. Consistent with the symptoms and signs, or diagnosis and treatment of the Subscriber's condition, disease, ailment, or injury;
- 2. Appropriate with regard to standards of good medical practice in the local community;
- 3. Not solely for the convenience or preferences of the Subscriber, his or her Physician, Hospital or any other healthcare Provider; and
- 4. The most appropriate supply or level of service which can be safely provided to the Subscriber.

When specifically applied to an inpatient, it further means that the Subscriber's medical symptoms or condition require that the diagnosis or treatment cannot be safely provided to the Subscriber as an outpatient.

Services, supplies and accommodations will not automatically be considered Medically Necessary because they were prescribed by a Physician. UNION COUNTY may consult with professional medical consultants, peer review committees, or other appropriate sources for recommendations regarding the Medical Necessity of the services, supplies, or accommodations a Subscriber receives.

I. "Physician" means licensed doctor of medicine or osteopathy.

J. "Plan Provider" means a licensed doctor of medicine or osteopathy, or other health professional, or any other entity or institutional healthcare provider who has entered into an agreement with UNION COUNTY with respect to provision of Medically Necessary Covered Services to a UNION COUNTY Subscriber.

# ARTICLE II. AGREEMENTS OF UNION COUNTY

- A. Subscribers' Benefit Schedule and Eligibility. UNION COUNTY or its designated third party administrator shall provide HOSPITAL with information regarding current Subscriber Benefit Schedules and eligibility of Subscriber.
- B. Administrative Procedures. UNION COUNTY or its designated third party administrator shall make available to HOSPITAL the UNION COUNTY administrative, quality assurance, and Managed Care Program procedures. Such procedures shall relate to, but are not limited to, recordkeeping, reporting, review and assessment of quality and appropriateness of care, prior authorization and referral procedures, and other administrative duties of HOSPITAL required under this Agreement. UNION COUNTY shall designate Care Review to implement the Utilization Plan and Quality Assurance Plan, as set forth in Attachment A.
- C. Compensation. UNION COUNTY or its designated third party administrator shall pay to HOSPITAL the compensation set forth in Attachment B for all Medically Necessary approved Covered Services provided to Subscriber by HOSPITAL.
- D. Identification Cards. UNION COUNTY or its designated third party administrator will assure that each Subscriber is furnished with an Identification Card with appropriate description indicating the Subscriber's potential eligibility for certain Medically Necessary approved Covered Services.

#### ARTICLE III. AGREEMENTS OF HOSPITAL

A. Health Services. HOSPITAL shall admit, schedule, and provide Covered Services to Subscriber in Emergency or upon referral by Physicians.

#### B. Hospital Admissions.

1. Except in cases of Emergency, HOSPITAL shall agree to admit Subscriber to the Hospital solely upon orders of a Physician and upon Prior Authorization from UNION COUNTY or its designee certifying Medically Necessary Covered Services, and the number of inpatient hospital days authorized under the Managed Care Program;

- In cases of Emergency, HOSPITAL agrees to notify UNION COUNTY 2. its designated third party administrator as soon possible, but in no event more than twenty-four (24) hours after admission of a Subscriber to the hospital, admission is on a weekend or holiday, by the end of the next working day. If HOSPITAL fails to notify UNION COUNTY within the stated time period, UNION COUNTY shall not be liable for charges for services rendered subsequent to the end of the stated time period if UNION COUNTY ultimately determines such services not to be Medically Necessary. HOSPITAL further agrees to permit review of such admission by the Medical Director, or his/her designee, for certification of the number of inpatient Hospital days authorized under the Managed Care Program. If the was, in fact, an emergency admission circumstances which prevented HOSPITAL from securing Prior Authorization, such certification shall not be for a period shorter than the period between the date of the Emergency admission and receipt by the HOSPITAL of certification.
- 3. HOSPITAL understands that the initial length of stay to be reimbursed under this Agreement will be the Prior Authorized length of stay, with any extensions to be approved by the Medical Director or his/her designee.
- 4. HOSPITAL agrees to comply with the Managed Care-Program as set forth in Attachment A.
- C. Tests and Procedures. HOSPITAL agrees to accept the results of qualified and timely laboratory and radiological tests or other procedures which may have been performed on a Subscriber prior to his/her admission. HOSPITAL will not require that duplicate tests or procedures be performed or charged after the Subscriber is admitted, so long as the prior admission tests and procedures meet the following criteria:
- 1. The results of such procedures and tests are provided to HOSPITAL at the time the Subscriber is admitted,
- 2. The results of such procedures and tests are reported in a format acceptable to HOSPITAL's Medical Records Committee, and
- 3. The results become a permanent part of the Subscriber's medical record.

### D. Charges to Subscriber.

 HOSPITAL agrees to collect applicable copayments, coinsurance, and/or deductibles, if any, from Subscriber. Except for the collection of copayments, coinsurance, and/or deductibles,

HOSPITAL shall look only to UNION COUNTY or any other primary or secondary health benefit plan for compensation for Medically Necessary Covered Services. In addition, HOSPITAL shall under no circumstances, including the termination of this Agreement, assert any claim for compensation against Subscriber for Covered Services in excess of applicable copayments, coinsurance, and/or deductibles. However, HOSPITA may provide and bill Subscriber for additional, non-Covered Services to Subscriber, provided that the Subscriber clearly understands that such services are not Covered Services and that UNION COUNTY will not pay for such services under the applicable Certificate.

- 2. HOSPITAL agrees that applicable copayments, coinsurance, and/or deductibles collected by HOSPITAL shall be as set forth in the current Subscribers' Benefit Schedule, which may be amended from time to time by UNION COUNTY. HOSPITAL agrees not to bill UNION COUNTY or Subscriber for services that require Prior Authorization by the Managed Care Program, but that are not Prior Authorized.
- 3. HOSPITAL, or agent, or trustee thereof, may not maintain any action of law against a Subscriber to collect sums owed by UNION COUNTY, unless amount due is a non-Covered Service.
- 4. HOSPITAL agrees that this provision shall survive the termination of this Agreement, for authorized services rendered prior to the termination and shall be construed to be for the benefit of the Subscribers. This provision is not intended to apply to services provided after this Agreement has been terminated.

### E. Records, Reports and Billing.

- 1. HOSPITAL shall submit claims for all services rendered utilizing the UB-82/92 form. HOSPITAL shall furnish, upon request, all information reasonably required by UNION COUNTY or its third party administrator to verify and substantiate HOSPITAL services and charges for such services.
- 2. HOSPITAL shall maintain such records and provide, at no cost, copies of such medical and financial records pertaining to UNION COUNTY Subscribers to UNION COUNTY or its third party administrator and state and Federal government agencies as may be necessary for compliance by UNION COUNTY with state and Federal law, as well as for UNION COUNTY program management purposes. Each party to this Agreement shall have access at reasonable times during regular business hours to the medical and financial records of the other party relating to: the health care services provided Subscribers, and to the charges thereof; to copayments, coinsurance, and/or deductibles

received by HOSPITAL from Subscribers for Covered Services; and payments received by HOSPITAL from Subscribers for non-Covered Services provided to Subscribers or for payments for services determined not to be Medically Necessary. HOSPITAL and UNION COUNTY shall be subject to all applicable laws and regulations concerning confidentiality and UNION COUNTY shall obtain a valid release from Subscribers for such data or records.

- HOSPITAL shall submit claims for all Covered Services directly to UNION COUNTY or to its designated third party claims administrator, within sixty (60) days following either: the date of service; or, the date of hospital discharge, whichever occurs later. Claims which are not submitted within this timely filing period shall not be honored for payment. HOSPITAL agrees not to further bill UNION COUNTY or Subscribers for services associated with such claims. Claims with incomplete or inaccurate information shall be returned by UNION COUNTY or its designated third party claims administrator to HOSPITAL for resubmission within the timely filing period. This provision shall survive the termination of this Agreement. All HOSPITAL billings shall be considered final unless adjustment is requested in writing by HOSPITAL within sixty (60) days after receipt of such billings by UNION COUNTY or its designated third party claims administrator.
- 4. HOSPITAL shall maintain a medical record for each Subscriber. Medical records of Subscribers will include reports from referral providers, discharge summaries, records of emergency care received by the Subscriber and such other information as established in the standards of the J.C.A.H.O. All such medical records remain the property of HOSPITAL. Medical records of Subscribers shall be treated as confidential so as to comply with all Federal and state laws and regulations regarding the confidentiality of patient records. In the event of termination of the Agreement, HOSPITAL shall cooperate with the transfer of information from Subscriber's medical records to Subscriber's new UNION COUNTY Provider. This provision is intended to apply only when a new treating Physician or Provider has a medical need for such medical records.
- 5. UNION COUNTY agrees to process and pay HOSPITAL claims for Medically Necessary Covered Services provided to Subscribers as set forth in Attachment B of this Agreement, provided that appropriate eligibility is established, Subscriber's care has conformed to UNION COUNTY's Managed Care Program, and the claim will not require additional research or review to determine Medical Necessity, pre-existing conditions, or coordination of benefits. UNION COUNTY agrees to provide timely notice to

HOSPITAL within this period of such additional claim-related information required to complete payment to HOSPITAL, or otherwise determine UNION COUNTY's or Subscriber's responsibility for payment of such claim.

### F. Provision of Services and Professional Requirements.

- 1. HOSPITAL agrees, insofar as the scope of HOSPITAL's practice permits: (a) not to differentiate or discriminate in the treatment of patients or in the quality of services delivered to Subscribers on the basis of race, sex, age, religion, place of residence, health status or source of payment; and (b) to observe, protect and promote the rights of Subscribers as patients.
- 2. HOSPITAL agrees that all duties performed hereunder shall be consistent with both state licensing requirements for hospitals and community standards within the medical community, and that such duties shall be performed in accordance with the standards of the Joint Commission on the Accreditation of Healthcare Organizations, and such other governmental bodies from which Hospitals are subject to licensing and control.
- 3. HOSPITAL agrees, to the extent feasible, to utilize such additional allied health and other qualified personnel who are also Plan Providers as are available and appropriate for effective and efficient delivery of healthcare.
- 4. HOSPITAL agrees that the Covered Services provided hereunder will be made available and accessible to Subscribers promptly and in a manner which assures continuity and quality of care, as indicated by community standards.
- The responsibility to identify oneself as a Subscriber shall rest with the Subscriber unless the Subscriber is unable to communicate due to shock, unconsciousness or other medical conditions which prevent communication. HOSPITAL shall, however, make a good faith effort to confirm an individual's potential eligibility prior to rendering services.
- G. Insurance. HOSPITAL, at its sole cost and expense, shall procure and maintain such policies of general liability and other insurance as shall be necessary to insure HOSPITAL and its employees against any claim or claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with the performance of any service by HOSPITAL, the use of any property, facilities, or equipment provided by HOSPITAL, and the activities performed by HOSPITAL in connection with this Agreement. Memorandum copies of the above insurance policies shall be provided to UNION COUNTY upon UNION COUNTY's request.

#### H. Administration.

- 1. HOSPITAL agrees to abide by the administrative, quality assurance and Managed Care Program procedures of UNION COUNTY or its designee as may be published and distributed in policy statements, newsletters, and other communications to HOSPITAL.
- 2. HOSPITAL agrees to cooperate with, participate in, and comply with all final determinations of any internal peer review, quality assurance review, external audit review, Managed Care Program, and grievance review procedures, as may be established by UNION COUNTY or its designee.
- 3. HOSPITAL agrees to cooperate with UNION COUNTY's administrative procedures in the coordination of benefits with third party payors. Third party payors include, but are not limited to, workers' compensation carriers, auto insurance carriers and other insurance carriers who may be responsible for all or a portion of a claim for services provided to a Subscriber. In the case of Subscribers who are eligible to have Hospital Services paid by any other third party payor who is primary, the HOSPITAL agrees to bill the third-party payor its customary billed charges or its contracted charge and shall bill UNION COUNTY for any part of such charge for Covered Services not paid by the third-party payor only to the extent that the payments from the other third-party payor do not exceed what otherwise would have been UNION COUNTY's payment obligation as set forth in Attachment B. If the payment from the other third-party payor equals or exceeds UNION COUNTY's maximum payment liability under this Agreement, then HOSPITAL shall not bill UNION COUNTY's Subscriber for the remaining unpaid portion of the HOSPITAL bill. HOSPITAL reserves the right when UNION COUNTY is primary to bill any secondary third party payor.
- 4. HOSPITAL agrees to allow UNION COUNTY's designated Utilization Review personnel to access relevant HOSPITAL charts, medical records and business records of Subscribers, excluding those specifically excluded by statute, upon request and during normal business hours, while such Subscribers are patients of the HOSPITAL and after discharge. HOSPITAL agrees to permit UNION COUNTY's designated Utilization Review personnel reasonable access to the Subscriber and/or the Subscriber's family while the Subscriber is a patient of the HOSPITAL.
- 5. HOSPITAL agrees not to solicit UNION COUNTY's Subscribers into any other health maintenance organization, preferred provider organization, managed care/alternative delivery system, or prepaid healthcare delivery network, except during any termination notice period of this Agreement.

# ARTICLE IV. GENERAL PROVISIONS

- A. Modifications of this Agreement. This Agreement may be modified at anytime by mutual written agreement of the parties. However, UNION COUNTY may modify any provision of this Agreement upon forty-five (45) days written notice to HOSPITAL. If HOSPITAL fails to object to such modification within the forty-five (45) day notice period, then such modification shall become effective at the end of the notice period. However, if HOSPITAL objects in writing to any proposed modification within the forty-five (45) day notice period, then such modification shall not take effect unless mutually agreed to in writing by both parties.
- Interpretation. This Agreement shall be governed by applicable laws of the State of Georgia. In the event that a provision of this Agreement is rendered invalid, unenforceable or declared null and void and its removal has the effect of materially altering the obligations of either UNION COUNTY or HOSPITAL in such manner as in the judgment of the party affected: (1) will cause serious financial hardship to such party; or (2) will cause such party to act in violation of its corporate Articles or Bylaws, then the party so affected shall have the right to terminate this Agreement upon ninety (90) days prior written notice to the other party. The provisions of Article V shall apply to such termination. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.
- C. Successor in Interest. In the event all or substantially all of the assets of either party to this Agreement are acquired by another party all the rights and obligations under this Agreement shall inure to the benefit of such successor in interest.
- D. Assignment. No part of this Agreement shall be assigned or delegated by either party without the express written consent of the other party.
- E. Relationship of Parties. None of the provisions of this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective emshall be construed to be the agent, representative or joint venturer of the other. Neither HOSPITAL nor UNION COUNTY nor any of their respective agents or employees shall be liable to third parties for any act or omission of the other party.
- F. Interruption of Service. In the event the operations of HOSPITAL's facilities are interrupted by acts of war, fire,

- insurrection, riots, earthquakes or other acts of nature or causes that are not the fault of HOSPITAL or are beyond reasonable control of HOSPITAL, HOSPITAL shall be relieved of its obligations only as to those affected operations and only as to those affected portions of this Agreement for the duration of such interruption.
- G. Close Cooperation of the Parties. UNION COUNTY and HOSPITAL agree that, to the extent compatible with the separate and independent management of each, they shall at all times maintain an effective liaison and close cooperation with each other to provide maximum benefits to Subscribers at the most reasonable cost consistent with quality standards of hospital care. Toward this end, both HOSPITAL and UNION COUNTY shall appoint an administrative staff liaison to resolve operational issues, in accordance with the terms and conditions of this Agreement. HOSPITAL and UNION COUNTY agree to meet and confer in good faith to resolve any problems or disputes that may arise under this Agreement. Nothing in this Agreement, however, shall preclude either party from seeking legal or administrative remedies.
- H. Entire Agreement. This Agreement, together with exhibits and attachments, contains the entire Agreement between HOSPITAL and UNION COUNTY relating to rights granted and the obligations assumed by the parties concerning the provision of Covered Services to Subscribers.
- I. Headings. The heading of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- J. Indemnification. Each party to this Agreement respectively assumes responsibility for liability, real or alleged, arising from its activities performed pursuant to this Agreement. Each party shall indemnify and hold the other party harmless from and against any and all liability, losses, damages, claims, grievances, or causes of actions, and expenses connected therewith (including reasonable attorneys fees and court costs) caused or asserted to have been caused directly or indirectly as a result of that party's failure to perform its obligations under the terms of this Agreement; or the negligent and/or intentional actions of officers, employees, servants, agents, representatives, or any person directly engaged or retained by that party to discharge its obligations under this Agreement.

#### ARTICLE V. TERM AND TERMINATION

A. Term. This Agreement shall become effective upon the date of execution as set forth on the signature page, unless otherwise indicated in this Agreement. The initial term of this Agreement shall be for a period of ten (10) years. Thereafter, the term of

this Agreement will be automatically extended for one (1) calendar year period.

B. Termination Without Cause. Either party may terminate this Agreement by giving one hundred eighty (180) days prior written notice to the other party, except as provided elsewhere in this Agreement.

- C. Termination for Cause. This Agreement may be terminated by either party by giving notice of termination to the other party, under the following conditions:
- If it is established that either party needs and has not secured a license, governmental approval or exemption in accordance with applicable laws or regulations in order to enter into or perform this Agreement, then this Agreement shall terminate immediately;
- 2. If either party materially breaches this Agreement in any manner, and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party, specifying the nature of the breach and requesting that it be cured then this Agreement shall terminate; or
- 3. If either party shall be adjudged bankrupt, become insolvent, have a receiver of its assets or property appointed, make a general assignment for the benefit of creditors, or institute or cause to be instituted any procedure for reorganization or rearrangement of its affairs, then this Agreement shall terminate immediately; or
- 4. This Agreement may be terminated immediately if HOSPITAL is censured, placed on probation, or has its license suspended, revoked, or nullified by state licensing authorities. It may also be terminated immediately in the event HOSPITAL is expelled or suspended from participation in the Medicare or Medicaid programs (Titles XVIII or XIX of the Social Security Act).
- D. Obligations of the Parties Upon Termination. If this Agreement is terminated pursuant to Paragraphs B. or C. of this Article, the rights of each party shall terminate, provided, however, that such action shall not release HOSPITAL or UNION COUNTY of their obligations with respect to:
- 1. Payments accrued to HOSPITAL prior to termination; and
- 2. HOSPITAL's agreement not to seek compensation from Subscribers for Covered Services provided prior to termination or insolvency, and HOSPITAL's (or agent's or trustee thereof) agreement not to maintain any action of law against a Subscriber to collect sums owed by UNION COUNTY; and
- 3. Completion of treatment of Subscribers then receiving care until continuation of the Subscriber's care can be arranged by UNION COUNTY.

#### ARTICLE VI. NOTICES

All notices required by this Agreement shall be in writing and shall be sent first class mail to the respective parties at their principal office set forth below. However, notices of termination as provided for in Article V shall be sent by certified mail, return receipt requested. The date the notice is sent shall be considered the date of notice.

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# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Ma Ans	ructions: ke copies of the form and complete one for each service list wer each question below, attaching additional pages as need ald be reported to the Department of community Affairs.	ted on page 1, cassary. If the c	Section 111. Use exactly the same service names I contact person for this service (listed at the bottom of the service)	isted on page 1. of the page) changes, this
Cou	nty: Union County	Service:	Humane Society	
1. 0	heck the box that hest describes the agreed upon delivery a	rrangement fo	r this service:	
Ø	Service will be provided countywide (i.e., including all cit government, authority or organization providing the service	ies and unince cc.) Human	proported areas) by a single service provider. (If thine Society's Mountain Shelter	s box is checked, identify the
0	Sorvice: will be provided only in the unincorporated portion authority or organization providing the service.)	on of the count	y by $u$ single service provider. (If this box is check	ed, identify the government,
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	One or more cities will provide this service only within the this box is checked, identify the government(s), authority	cir incorporate or organization	ed boundaries, and the county will provide the serv on providing the service.)	ice in unincorporated areas. (If
	other organization that will provide service within each se	ervico arca.)		
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If t O.	hese conditions will continue under the strategy, attach an C.G.A. 36-70-24(1)), overriding benefits of the duplication,	explanation i or reasons the	for continuing the arrangement (i.c., overlapping at overlapping service areas or competition cannot be	but higher levels of service (See be climinated).
the	hese conditions will be eliminated under the strategy, attac responsible party and the agreed upon deadline for comple	ting it.		
fin La	List each government or authority that will help to pay for tails, special service district revenues, hotel/motel taxes, from cal Government or Authority:	his service and chise taxes, in	npact fees, bonded indebtedness, etc.)  Funding Method:	erprise funds, user fees, general
	nion County and Towns County Commissions		Counties' General Funds	
Ci	ties of Blairsville, Hiawassee and Young Harris		Cities' General Funds Drop-off and adoption fees, publi	ic donations
, <b>4</b> .	How will the strategy change the previous arrangements for There will be no change in delivery of this service.	r providing an	d/or funding this service within the county?	
Δı		ng Parties: Id Towns Co	ets that will be used to implement the strategy for the unity Commissions Hiawassee and Young Harris	nis service: <u>Effective and Ending Dates:</u> Currently in effect and to continue indefinitely
6. or	What other mechanisms (if any) will be used to implement fee changes, etc.), and when will they take effect? County	the strategy for	or this service (e.g., ordinances, resolutions, local active services, agreements, and state and federa	cts of the General Assembly, me I laws presently in effect.
	Person completing form: Sylvia Turnage none number: (706) 745-9655 Date complete	sd: <u>6-30-9</u>	9	
de	ls this the person who should be contacted by state agencie livery strategy? Tyes O no not, provide designated contact person(s) and phone numb		iting whether proposed local government projects a	re consistent with the service
_				• • • • • • • • • • • • • • • • • • • •

# Union County Service Delivery Strategy

### **Humane Society Services**

Union County provides Humane Society Services countywide through a joint animal shelter with Towns County and the Cities of Blairsville, Hiawassee and Young Harris. The shelter is operated by the Humane Society's Mountain Shelter. The services are funded out of General Funds of the participating Counties and Cities, through grants, drop-off and adoption fees, and public donations.

The delivery of Humane Society Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

### **AGREEMENT**

THIS AGREEMENT made and entered into this day of Morel, 1998, by and between Union County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "County") and Humane Society's Mountain Shelter, Inc., a nonprofit corporation organized under the laws of the State of Georgia (hereinafter referred to as "Society").

WHEREAS, the County wishes to provide for the welfare of stray animals and for the prevention of cruelty, suffering and inhumane treatment to animals, and in the control of dangerous animals, all for the public welfare and health; and

WHEREAS, the County does not have sufficient facilities to provide all services for such purposes; and

WHEREAS, the County desires to enter into a contract with the Society to provide services for protection, control and care of unwanted or stray animals, as such may present a health and safety problem within the County.

NOW THEREFORE, for good and valuable consideration, and in consideration of the covenants contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1.

The Society will furnish animal shelter facilities located within Union and/or Towns County, Georgia, at which the Society will maintain proper shelter and care for all domestic animals which come into its custody, insofar as existing facilities permit.

2.

The Society will maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with its duties under this contract and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.

3.

The Society may appoint competent and qualified agents for the carrying out of its responsibilities under this contract, who shall be responsible to the elected officers of the Society.

4.

The Society will provide proper food, water, shelter and other humane treatment for such nimals while they are in the Society's possession until placed or otherwise humanely disposed of by the Society.

j.

The Society will cooperate with the County Health Department and the County's animal control officer by following procedures required by ordinance concerning the persons or animals bitten by an animal within the County's jurisdiction.

6.

The Society shall make available a low cost spay/neuter program.

7.

The Society shall promote public awareness of humane animal practices and animal owner responsibility through articles published in a local newspaper and information furnished at its animal shelter. The Society shall assist citizens in the County in matters concerning lost or found pets and in attempting to locate the true owners of lost pets.

8.

The Society shall provide a place for adoption service for animals brought or taken in through the operation of its shelter.

9.

The County's animal control officer shall have two kennel runs made available to him/her, for authorized and required animal control purposes. Such officer shall have access to the Society's shelter during normal business hours, and shall have access to the kennel run area after normal business hours. The animal control officer shall be responsible for providing sufficient food and water for animals brought in by that officer, for the period of time until resumption of business hours; upon resumption of business hours, and thereafter, the Society shall be responsible for food, water and care for any animals brought in by the animal control officer.

10.

The Society shall follow all lawful rules and regulations concerning euthanasia of unwanted or sick animals, and all euthanasia will be approved by the shelter director and a State of Georgia licensed veterinarian. Further, all euthanasia shall be witnessed by the shelter director or his/her agent and a State of Georgia licensed veterinarian or his/her agent, as may be authorized by law.

11.

The Society's financial records shall be open for inspection by the County during normal business hours and upon request by the County Commissioner.



For services provided by the Society, the County shall pay to the Society the sum of \$10,002.00 per year, for the calendar year of 1998. Such payment shall be made upon a monthly basis, in the amount of \$833.50 per month, payable on the first day of each month during the calendar year. Such funds shall be used by the Society to help defray its costs and expenses in maintaining its animal shelter and in providing the services set forth herein.

13.

The Society and the County are two separate and distinct legal entities. The Society, its officers, employees, agents and volunteers, shall act in an independent capacity during the term of this Agreement and shall not be deemed to be officers, employees, agents or volunteers of the County. The Society agrees not to hold itself out, in any manner, as being part of Union County government.

14.

It is mutually agreed and understood between the parties hereto that this Agreement shall remain in full force and effect for the calendar year of 1998; however, it is fully agreed that this contract and the covenants contained herein shall be automatically renewed for an additional calendar year unless terminated by either party by written notice submitted to the other party and received by the other party on or before November 1st of 1998. Such termination shall be effective on December 31, at midnight, of 1998. This Agreement contains the entire agreement between the parties hereto, and no terms not embodied herein shall be of any force or effect. Nothing contained herein shall prohibit the parties from modifying, superseding, or amending this Agreement, by a subsequent agreement, in writing.

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

**UNION COUNTY** 

Sole Commissioner

County Clerk

HUMANE SOCIETY'S MOUNTAIN SHELTER, INC.

President

Attest: Secret

Secretary



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

Co	ounty: <u>Union County</u>		Service:	Indigent Defense			
1. C	Theck the box that best describes the agreed	upon delivery arrangement for this	s service:				
X	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 this box is checked, identify the government	e only within their incorporated bo ent(s), authority or organization pro	undaries, and the co viding the service.)	unty will provide the service in unincorporated areas. (If			
	Other. (If this box is checked, attach a leg other organization that will provide service	tible map delineating the service as within each service area.)	area of each service	e provider, and identify the government, authority, or			
2. I	poleveloping the strategy, were overlapping	g service areas, unnecessary compe	tition and/or duplica	tion of this service identified? ( )yes (X) no			
If th O.C	ese conditions will continue under the strate. G.A. 36-70-24(1)), overriding benefits of t	egy, attach an explanation for co he duplication, or reasons that over	ntinuing the arrang lapping service area	gement (i.e., overlapping but higher levels of service (See as or competition cannot be eliminated).			
If th the 1	ese conditions will be eliminated under the responsible party and the agreed upon deadless.	strategy, attach an implementation	on schedule listing e	each step or action that will be taken to eliminate them,			
3. Li fund	ist each government or authority that will he is, special service district revenues, hotel/m	elp to pay for this service and indic otel taxes, franchise taxes, impact f	ate how the service ees, bonded indebte	will be funded (e.g., enterprise funds, user fees, general dness, etc.)			
	al Government or Authority: on County Commission	<u>Funding M</u> General F		s and grants and fines			
4. H	ow will the strategy change the previous and There will be no change in the deliv	rangements for providing and/or fur	nding this service w	ithin the county?			
5. Li	st any formal service delivery agreements of	or intergovernmental contracts that	will be used to impl	ement the strategy for this service:			
	eement Name: vice Delivery Strategy	Contracting Parties: Union County Commission	on	Effective and Ending Dates: Currently in effect and to continue indifinitely			
6. W or fe	hat other mechanisms (if any) will be used e changes, etc.), and when will they take ef	to implement the strategy for this s fect? County resolutions and	ervice (e.g., ordinan state laws prese	ces, resolutions, local acts of the General Assembly, rate ntly in effect.			
P€	rson completing form: Sylvia Turnage						
	ne number: (706) 745-9655	Date completed: 6-30-	99				
den A	trus the person who should be contacted by ery strategy? Øyes O no ot, provide designated contact person(s) and	state agencies when evaluating wh		government projects are consistent with the service			

#### **Indigent Defense Services**

Union County provides Indigent Defense Services countywide. The services are funded out of County General Funds, fines, and by State funds and grants..

The delivery of Indigent Defense Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Instructions:

Make copies of the form and complete one for each service listed on pag	e 1. Section 111. Use exactly the same service names listed on page 1.
Answer each question below, attaching additional pages as necessary. If t	he contact person for this service (listed at the bottom of the page) changes, this
should be reported to the Department of community Affairs.	r and the page) changes, this
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should be reported to the Department of commu	nity Affairs.	person for this service	this cut at the bottom of the page) changes, this
County: Union County		Service:	Jail
1. Check the box that best describes the agreed t	upon delivery arrangement for this s	ervice:	
Service will be provided countywide (i.e., in government, authority or organization provided)	ncluding all cities and unincorporate iding the service.)	ed areas) by a single s	service provider. (If this box is checked, identify the
Service will be provided only in the unincompatible authority or organization providing the service.	rporated portion of the county by a vice.)	single service provide	er. (If this box is checked, identify the government,
One or more cities will provide this service box is checked, identify the government(s),	only within their incorporated boun authority or organization providing	daries, and the servic the service.)	e will not be provided in unincorporated areas. (If th
One or more cities will provide this service this box is checked, identify the government	only within their incorporated bound(s), authority or organization provi	daries, and the county ding the service.)	will provide the service in unincorporated areas. (If
Other. (If this box is checked, attach a legil other organization that will provide service (Union and Towns Counties share a	within each service area.)	ea of each service pr	rovider, and identify the government, authority, or
2. L. eveloping the strategy, were overlapping	service areas, unnecessary competit	ion and/or duplication	n of this service identified? ( )yes (X) no
If these conditions will continue under the stratege O.C.G.A. 36-70-24(1)), overriding benefits of the	gy, attach an explanation for cont e duplication, or reasons that overla	inuing the arrangem pping service areas or	nent (i.e., overlapping but higher levels of service (Ser competition cannot be eliminated).
If these conditions will be eliminated under the s the responsible party and the agreed upon deadling	trategy, attach an implementation ne for completing it.	schedule listing each	step or action that will be taken to eliminate them,
3. List each government or authority that will hel runds, special service district revenues, hotel/mot	p to pay for this service and indicat tel taxes, franchise taxes, impact fee	e how the service will es, bonded indebtedne	be funded (e.g., enterprise funds, user fees, general ess, etc.)
Local Government or Authority:	Funding Met		
Union County Commission Towns County Commission	General Fur General Fur		
4. How will the strategy change the previous arra There will be no change in the deliver	ingements for providing and/or fund		n the county?
5. List any formal service delivery agreements or	intergovernmental contracts that w	ill be used to impleme	ent the strategy for this service:
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Commission Towns County Commission		Effective and Ending Dates: Currently in effect and to continue indefinitely
6. What other mechanisms (if any) will be used to or fee changes, etc.), and when will they take effective.	o implement the strategy for this ser ect? County ordinances, resol	vice (e.g., ordinances utions and state a	, resolutions, local acts of the General Assembly, rat nd federal laws presently in effect.
7. Person completing form: Sylvia Turnage			
Pho! mber: (706) 745-9655	Date completed: 6-30-9	9	
S. Is this the person who should be contacted by sidelivery strategy? Wyes O no It not, provide designated contact person(s) and p		her proposed local go	overnment projects are consistent with the service

#### **Jail Services**

Union and Towns Counties share a jail facility that serves both counties. The services are funded out of General Funds of the two counties.

The delivery of Jail Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

### **AGREEMENT FOR SERVICES**

This Agreement entered into this 5th day of February, 1999, by and between JOHN FANO-SCHULTZE PA-C (hereinafter called "CAREGIVER") and TOWNS-UNION COUNTY JAIL (hereinafter called "JAIL").

#### **WITNESSETH:**

WHEREAS, CAREGIVER is qualified to provide professional services and health care to patients; and

WHEREAS, JAIL is a public entity qualified to maintain inmates within its facility;

WHEREAS, CAREGIVER desires to enter into this non-exclusive contract with JAIL as an independent contractor to provide treatment services upon the terms and conditions hereinafter set forth; and

WHEREAS, JAIL desires to enter into this contract with CAREGIVER to provide such treatment; and

WHEREAS, the services to be provided on behalf of CAREGIVER are mutually agreed upon by the JAIL and CAREGIVER; and

WHEREAS, the parties agree that in the event there are indications that an inmate suffers from a serious injury, wound, or illness, that the inmate shall be seen immediately by a physician pursuant to O.C.G.A. Sec. 42-4-32;

WHEREAS, CAREGIVER acknowledges that while providing services under this contract is not considered an employee of JAIL, but is subject to the standards and conditions of the JAIL personnel policies regarding standards of hire and performance.

NOW THEREFORE, it is agreed between CAREGIVER and JAIL as follows:

#### I. DEFINITION.

1.1 <u>Physician Assistant</u>. A licensed professional providing healthcare services as outlined in Federal and State Regulations.

## II. <u>EMPLOYMENT AS INDEPENDENT CONTRACTOR.</u>

JAIL offers to employ CAREGIVER as an independent contractor to provide services in accordance with the terms and conditions of this Agreement. CAREGIVER accepts employment as an independent contractor on the terms and conditions stated herein.

JAIL shall not be liable or responsible for the acts or omissions of the CAREGIVER or of the employees, agents or other independent contractors of the CAREGIVER, except where such acts or omissions arise as a result of the direction or an omission to direct of the JAIL.

CAREGIVER shall not be liable or responsible for the acts or omissions of the JAIL or of the employees, agents or other independent contractors of the JAIL, except where such acts or omissions arise as a result of the direction or an omission to direct of the CAREGIVER.

## III. <u>DUTIES AND OBLIGATIONS OF AGENCY.</u>

- 3.1 CAREGIVER will abide by the conditions of participation under the Federal Health Insurance program and other Federal of State Health Insurance Programs.
- 3.2 CAREGIVER shall provide nursing staff and the kind and character of treatment and professional services itemized in the attached Exhibit A, which is incorporated herein by reference and made a part hereof solely to the inmates designated from time to time by JAIL as eligible for such services.
- 3.3 CAREGIVER shall assist the physician in developing a plan of treatment when indicated, treat the inmate, maintain records of the inmate's condition and

treatments provided, observe the condition of the inmate, make reports to the physician and to other staff as necessary, instruct inmates and their caretakers in the jail in methods of self treatment, instruct other health care personnel, including nurses and emergency medical personnel in methods of treatment which have been implemented and the status or condition of the inmate in accordance with professional standards of care.

- 3.4 CAREGIVER will make arrangements with the JAIL for regular sick call in the JAIL for the evaluation and treatment of inmates, by agreement with the Chief Jailer, but at least 1 day per week for 1-2 hours as indicated by the response to sick call by inmates of the JAIL. Should inmates require additional care over and above the weekly sick call, then they are to be seen at Hillcrest Clinic or Union County Emergency Room.
- 3.5 CAREGIVER shall submit to JAIL a verbal clinical report, as requested and required by the JAIL after each session. CAREGIVER agrees to prepare a weekly written statement of the inmates' conditions as observed in the sessions, or as may be required for communication to emergency medical personnel or as required for billing for the services rendered. CAREGIVER shall give the JAIL immediate verbal notice any indication of a serious injury, wound, or illness. CAREGIVER shall provide JAIL with a written report of any indication of a serious injury, wound, or illness within four (4) hours of the session with the inmate in which said indication was first observed by CAREGIVER.
- 3.6 CAREGIVER shall abide by all JAIL requirements and policies regarding personnel, licensor, medical examinations, orientation, and other reasonable

requirements as JAIL may from time to time prescribe. CAREGIVER specifically agrees to maintain regular contact with the JAIL by telephone or reasonable means so that JAIL is advised on a regular basis of the status of inmates under the care of CAREGIVER.

#### RESPONSIBILITIES OF JAIL.

- 4.1 JAIL shall provide appropriate environment for examination and treatment of inmates, which affords complete protection for CAREGIVER staff from other inmates not being treated and in view of officials of the JAIL for purposes of protection of CAREGIVER staff.
- 4.2 JAIL will assist CAREGIVER in maintaining complete and comprehensive records of treatment of JAIL's inmates, and make available to CAREGIVER any medical information available to JAIL regarding inmates' care.

#### IV. FINANCIAL ARRANGEMENTS.

- 5.1 JAIL agrees to reimburse CAREGIVER at the rate of \$500.00 per month for evaluation and treatment of inmates.
- 5.2 JAIL agrees to reimburse CAREGIVER for all medical supplies used outside of routine examination and treatment of minor illnesses and injuries.
- JAIL agrees that any prescriptions for medications as ordered by the

  CAREGIVER are paid by the JAIL or inmate as indicated and further that

  CAREGIVER has no financial liability for the cost of medications ordered by

  CAREGIVER.
- JAIL agrees that CAREGIVER may bill the inmate or the inmate's health insurance program, if available. JAIL shall not be responsible for payment for

evaluation and treatment covered under such plans, and all sums recovered under any insurance plan shall be used to offset fees paid CAREGIVER pursuant to the provisions of Paragraphs 5.1 and 5.2 above. JAIL will pay reasonable administrative costs incurred by CAREGIVER in billing and distribution of insurance proceeds. This section shall not be construed as authorizing or requiring CAREGIVER to obtain payment for services rendered to an inmate from that inmate or his insurance carrier, nor shall it be construed as affording or requiring a cause of action by CAREGIVER against any inmate for services rendered pursuant to this contract. CAREGIVER shall provide the same level and quality of care for each inmate who requires medical care, regardless of whether or not that inmate is covered by a health insurance policy.

#### VI. <u>MISCELLANEOUS</u>.

Insurance. CAREGIVER agrees to provide initially upon the execution of this Agreement and maintain in force throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,000 for any injury (including death) to any person and automobile liability insurance of not less than \$100,000 per occurrence and \$50,000 in property damage in connection with CAREGIVER's services under this Agreement.

All insurance required under this Agreement to be provided by CAREGIVER shall be issued by insurance companies authorized to do business in the State of Georgia.

Each policy to be provided by CAREGIVER or a certificate of such policy together with evidence of payment of premiums shall be deposited with JAIL at

- the commencement of this Agreement and a renewal or replacement of each policy shall be furnished to JAIL not less than twenty (20) days before the expiration of such policy.
- 6.2 Coverage. CAREGIVER agrees to afford coverage for the duties contemplated hereby during periods when specific staff may be engaged in training courses, medical meetings, vacations, and similar activities. Upon the failure of CAREGIVER to provide such coverage, JAIL may secure such professional services from any other qualified agency.
- 6.3 Licensing. In the provision of services pursuant to this Agreement,

  CAREGIVER shall have and maintain on a current basis appropriate licenses

  necessary to lawfully provide evaluation and treatment services pursuant to this

  Agreement and shall comply with all JAIL policies and health standards.
- 6.4 <u>Term: Termination</u>. The term of this Agreement shall commence on the Effective Date set forth hereinabove and shall end on the second anniversary thereof. In the event CAREGIVER fails to provide at any time during the term of this Agreement:
  - (a) qualified services as set forth in this Agreement;
  - (b) the reports herein required on a timely basis; or
  - (c) the insurance coverage set forth in Section 6.1 hereof
    then CAREGIVER shall be in default hereunder and JAIL shall be entitled to
    declare this Agreement terminated immediately and CAREGIVER shall deliver
    all records relating to all current inmates to JAIL and cease any ongoing
    treatments or services hereunder.

Upon default hereunder by either party for any reason other than described above in this Section 6.4, the other party shall be entitled to terminate this Agreement upon fifteen (15) days written notice to the other, provided that if said default is cured within said fifteen-day period this Agreement shall be reinstated.

Notwithstanding the foregoing or any renewal of the contract, either JAIL or CAREGIVER may terminate this Agreement, for any reason, without penalty or cause, upon at least thirty (30) days prior written notice to the other party.

- 6.5 <u>Conflict of Interest</u>. CAREGIVER shall not be prohibited by anything in this Agreement from furthering its professional income on a fee basis or otherwise; provided:
  - (a) that such activities do not interfere with the fulfillment of

    CAREGIVER's obligations to JAIL under this Agreement; and
  - (b) that the proposed activities or investments would not create a conflict of interest or be inimical to the best interests of CAREGIVER or JAIL.
- 6.7 Indemnification. JAIL agrees to indemnify and hold harmless CAREGIVER from any liabilities for damages to any persons resulting from any act or omission committed by JAIL. CAREGIVER agrees to indemnify and hold harmless JAIL from any liabilities for damages to any persons resulting from any act or omission committed by CAREGIVER or any of its employees, agents, or independent contractors.
- 6.8 Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder is effectively received after being personally delivered or

mailed by prepaid certified mail, return receipt requested, to the following address:

JOHN FAND-SCHULTZE P.A.-C.

231 HWY 515 · SU.TE 5

BLAIRS VILLE, GA 30512

JAIL

TOWNS-UNION JAIL

2305 TRACKROCK GAP RD.

BLAIRS VILLE GA 30512

or to such other address and to the attention of such other person(s) or officer(s) as either party may designated by written notice.

- 6.9 Governing Law. This Agreement has been executed and delivered in Union County and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Georgia.
- 6.10 <u>Waiver of Breach</u>. The waiver by JAIL or CAREGIVER of a breach of violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 6.11 Gender and Number. Whenever the context hereof requires, the gender of all words includes the masculine, feminine, and neuter, and the number of all words includes the singular and plural.
- 6.12 Force Majeure. Neither party is liable nor in default as a result of any delay or failure to performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either

- party's employees, or any similar cause beyond the reasonable control of either party.
- Article and Other Headings. The article and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 6.14 Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties. Neither oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in, or additions to, this Agreement shall be recognized unless incorporated herein by written amendment, such amendment to become effective on the date stipulated in such amendment. Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.
- declared invalid, such decision shall not affect the validity of the remaining portion, which remaining portion shall remain in full force and effect as if the Agreement has been executed with the invalid portion thereof eliminated. In the event any part of this Agreement shall become invalid due to Medicare fraud and abuse regulations, the parties hereto agree to negotiate in good faith to amend this Agreement to comply with the "safe harbors" designated by such Medicare regulations.
- 6.16 Confidentiality. JAIL and CAREGIVER shall hold in strict confidence all

inmate medical records and disclose information and data in such records only to persons or entities authorized by law or by written consent of the patient or the patient's representative.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals as of the date first above written.

CAREGIVER:

JOHN FANO-SCHULTZE PA-C

By:

SHERIFF OF UNION COUNTY

DAVID ATKINS

SHERIFF OF TOWNS COUNTY

RUDY ELLER

COMMISSIONER OF UNION COUNTY

HAROLD COOK

COMMISSIONER OF TOWNS

COUNTY

TLF:mrt/3802-21/8587/W 040795

Attest:

Witness:

# STATE OF GEORGIA

GEORGIA MEDICAL BOARD PHYSICIANS ASSISTANT

LICENSE NO. 002808 JOHN FANO-SCHULTZE 2513 RAT COLWELL ROAD BLAIRSVILLE GA 130512

XP DATE - 12/31/2

CERTIFICATION OF PHYSICAN ASSISTANTS, INC.

JOHN F AND SCHUL TZE

has met the requirements for certification and is entitled

PHYSICAN STITEM F AND SCHUL TZE

Expiration Date: 2,06/01 PP9

This card is for identification purposes that and does not constitute property of cartification. For verification, please contact NCCPA.

Extelet D.

TIMES MONTHLY VISITS TO TOWNS/UNION CALL TO CONDUCT MEDICAL SICK CALL

LIST OF DUTIES TO PERFORMED BY PA

- 1. TAKE VITAL SIGNS
- 2. BASIC EVALUATION OF PATIENT/INMATE THROUGH HEALTH QUESTIONAIRE AND EXAM
- 3. EMPHASIS BASED ON PATIENTS PRIMARY COMPEANANT
- 4. TREATMENT OF MINOR INJURIES AS IS APPROPRIATE FOR THE SETTING
- THE WRITING OF NEW PRESCRIPTIONS AND OR THE HEET OF APPROPRIATE PREEXISTING PRESCRIPTIONS WILL HE DENNE WILL HE DENNE FACTOR THE PARTENT/INMATES HEALTH AS A PRIORITY AND CONSIDERATION AND GOVERN TO THE COST OF THE DRUG WITH THE AIM TO ACHIEVE THE MOST RESUNABLE COST.
- 7. ALL PATIENTS/INMATES WILL HAVE A WRITING REFLECTING CONDITION AND PROGRESS

THE FOLLOWING TESTS TO BE ADMINISTERED AND TOPHSZUPTON JALLET

UA(URINE) IN HOUSE
CEC - BLOOD DRAWN IN HOUSE AND SENT OF CRIME THE BE TESTED

FURTHER TESTING AS NEEDED, HCFC OR ER AS APPROPRIATE

ALL EFFORTS TO TAKE CARE OF PATIENT/INMATE IN LAST SETTING WILL BE MADE

IF FURTHER TESTING IS NEEDED THIS TO BE DONE AL HEEC OR ER - TIME DEPENDING

PA WILL BE AVAILABLE ALL DUTY HOURS TO ANSWER MEDICAL QUESTIONS FROM JAIL PERSONNEL WITH THE AIM OF REDUCING AMOUNT OF MEDICAL VISITS:

INUL FAND-SCHULTZE PA-C



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

- 1	11	3	117	,	11	1	1	ns

delivery strategy? • yes O no

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

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

		and Initials.		
County:	Union County		Service:	Jury
1. Check the	box that best describes the agreed	upon delivery arrangement for this ser	rvice:	
Service governi	will be provided countywide (i.e., i nent, authority or organization prov	ncluding all cities and unincorporated riding the service.)	d areas) by a single sen	rvice provider. (If this box is checked, identify the
Service authorit	will be provided only in the uninco y or organization providing the serv	rporated portion of the county by a si	ngle service provider.	(If this box is checked, identify the government,
One or :	more cities will provide this service hecked, identify the government(s),	only within their incorporated bound authority or organization providing t	aries, and the service he service.)	will not be provided in unincorporated areas. (If thi
One or this box	more cities will provide this service is checked, identify the governmen	only within their incorporated bound at(s), authority or organization providi	aries, and the county ving the service.)	will provide the service in unincorporated areas. (If
Other. (other or	If this box is checked, attach a leging ganization that will provide service	ble map delineating the service area within each service area.)	a of each service prov	vider, and identify the government, authority, or
2. Svelo	ping the strategy, were overlapping	service areas, unnecessary competition	on and/or duplication o	of this service identified? ( )yes (X) no
If these cond O.C.G.A. 36	itions will continue under the strate -70-24(1)), overriding benefits of the	gy, attach an explanation for contin ic duplication, or reasons that overlap	uing the arrangement ping service areas or c	nt (i.e., overlapping but higher levels of service (Secompetition cannot be eliminated).
If these cond the responsib	itions will be eliminated under the sole party and the agreed upon deadli	strategy, attach an implementation s ne for completing it.	chedule listing each s	tep or action that will be taken to eliminate them,
3. List each grunds, specia	government or authority that will he l service district revenues, hotel/mo	lp to pay for this service and indicate tel taxes, franchise taxes, impact fees	how the service will b , bonded indebtedness	pe funded (e.g., enterprise funds, user fees, general s, etc.)
	nment or Authority: anty Commission	<u>Funding Meth</u> General Fund		
4. How will there will the there will the there will be a second to the the there will be a second to the there will be a seco	the strategy change the previous arm will be no change in the deliver	angements for providing and/or funding of this service	ng this service within	the county?
5. List any fo	ormal service delivery agreements or	r intergovernmental contracts that wil	l be used to implemen	t the strategy for this service:
Agreement I Service De	Name: clivery Strategy	Contracting Parties: Union County Commission		Effective and Ending Dates: Currently in effect and to continue indefinitely
5. What other or fee change	r mechanisms (if any) will be used t es, etc.), and when will they take effort	o implement the strategy for this serviced? County ordinances, resolu	ice (e.g., ordinances, r tions and state and	esolutions, local acts of the General Assembly, rate I federal laws presently in effect.
T. Person cor	npleting form: Sylvia Turnage			
	er: (706) 745-9655	Date completed: 6-30-99		
S Is this the	person who should be contacted by	state agencies when evoluting whoth	or proposed less! wave	armont majorta and an idea of the language

#### **Jury Services**

Union County provides Jury Services countywide. The services are funded out of County General Funds.

The delivery of Jury Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



## SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County:	Union County		Service: Ju	venile Court
1. Check the	box that best describes the agreed up	oon delivery arrangement for this	service:	
Service governm	will be provided countywide (i.e., in nent, authority or organization provide	cluding all cities and unincorporating the service.)	ed areas) by a single ser	vice provider. (If this box is checked, identify the
Service authorit	will be provided only in the unincory or organization providing the servi	porated portion of the county by a	single service provider.	(If this box is checked, identify the government,
One or r	nore cities will provide this service onecked, identify the government(s),	only within their incorporated boun	ndaries, and the service of the service.)	will not be provided in unincorporated areas. (If th
One or r this box	nore cities will provide this service of is checked, identify the government	only within their incorporated bour (s), authority or organization prov	ndaries, and the county viding the service.)	vill provide the service in unincorporated areas. (If
other or	ganization mat will provide service v	within each service area.)		vider, and identify the government, authority, or
			•	of this service identified? ( )yes (X) no
If these condi		y, attach an explanation for con	inuing the arrangemen	of (i.e. overlanning but higher levels of service (S
If these condithe responsib	tions will be climinated under the st le party and the agreed upon deadlin	rategy, attach an implementation e for completing it.	schedule listing each s	tep or action that will be taken to eliminate them,
Local Gover	service district revenues, hotel/mote nment or Authority: vns. White and Lumpkin Cour	el taxes, franchise taxes, impact fe Funding Me	es, bonded indebtedness <u>thod:</u>	se funded (e.g., enterprise funds, user fees, general , etc.)  State funds and grants
4. How will there w	he strategy change the previous array will be no change in the delive	ngements for providing and/or fun ry of this service.	ding this service within t	the county?
5. List any for	rmal service delivery agreements or	intergovernmental contracts that w	vill be used to implement	t the strategy for this service:
	lame: livery Strategy imental Agreement	Contracting Parties: Union, Towns, White and Commissions	Lumpkin County	Effective and Ending Dates: Currently in effect and to continue indefinitely
<ol><li>6. What other or fee change</li></ol>	mechanisms (if any) will be used to s, etc.), and when will they take effect	implement the strategy for this sect? County resolutions and s	rvice (e.g., ordinances, r state and federal law	esolutions, local acts of the General Assembly, rates presently in effect.
7. Person com	pleting form: Sylvia Turnage		-	
	r: <u>(706) 745-9655</u>	Date completed: 6-30-9	9	
delivery strate	person who should be contacted by st egy? Oyes O no e designated contact person(s) and p		ther proposed local gove	ernment projects are consistent with the service

#### **Juvenile Court Services**

Union, Towns, White and Lumpkin Counties share in funding Enotah Judicial Circuit Court that provides Juvenile Court Services to the four counties. The services are funded out of General Funds of the counties and by state funds and grants.

The delivery of Juvenile Court Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



## SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County		Service:	Land Use Planning			
1. Check the box that best describes the agre	ed upon delivery arrangement for this	s service:				
Service will be provided countywide (i. government, authority or organization p	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 unit authority or organization providing the	ncorporated portion of the county by service.)	a single service pro	vider. (If this box is checked; identify the government,			
One or more cities will provide this serve box is checked, identify the government	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 serve this box is checked, identify the government.	rice only within their incorporated bo nent(s), authority or organization pro	undaries, and the co oviding the service.)	unty will provide the service in unincorporated areas. (If			
Other. (If this box is checked, attach a other organization that will provide serv	egible map delineating the service rice within each service area.)	area of each service	e provider, and identify the government, authority, or			
2 eveloping the strategy, were overlapp	ing service areas, unnecessary compe	etition and/or duplica	tion of this service identified? ( )yes (X) no			
If these conditions will continue under the str O.C.G.A. 36-70-24(1)), overriding benefits of	rategy, <b>attach an explanation for co</b> f the duplication, or reasons that ove	ntinuing the arrang	gement (i.e., overlapping but higher levels of service (See as or competition cannot be eliminated).			
If these conditions will be eliminated under the responsible party and the agreed upon de	he strategy, attach an implementati adline for completing it	on schedule listing o	each step or action that will be taken to eliminate them,			
3. List each government or authority that wil funds, special service district revenues, hotel	help to pay for this service and indic motel taxes, franchise taxes, impact	cate how the service fees, bonded indebte	will be funded (e.g., enterprise funds, user fees, general dness, etc.)			
Local Government or Authority: Union County Commission, UC Dev Joint Development Authority, Ga. M			unding Method: eneral Fund and User Fees			
4. How will the strategy change the previous There will be no change in the de	arrangements for providing and/or full livery of this service.	anding this service w	ithin the county?			
5. List any formal service delivery agreemen	ts or intergovernmental contracts that	will be used to imp	lement the strategy for this service:			
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Commissi City of Blairsville	on	Effective and Ending Dates: Currently in effect and to continue indefinitely			
6. What other mechanisms (if any) will be us or fee changes, etc.), and when will they take	ed to implement the strategy for this effect? County ordinances, res	service (e.g., ordinar solutions and stat	nces, resolutions, local acts of the General Assembly, rate the and federal laws presently in effect.			
7. Person completing form: Sylvia Turna Pho imber: (706) 745-9655	geDate completed: 6-30	-99				
8. Is this the person who should be contacted delivery strategy? Gives O no	by state agencies when evaluating w	hether proposed loca	l government projects are consistent with the service			

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

#### **Land Use Planning Services**

Union County provides Land Use Planning through Ordinances for Subdivisions, Mountain Protection, Nottely River Watershed, Nottely River Corridor, Soil Erosion and Sedimentation Control, and through a Resolution approving and adopting a Comprehensive Plan for the City of Blairsville and Union County. The planning and enforcement services are funded through general funds and user fees.

The delivery of Land Use Planning Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. The Resolutions, Ordinance, and Comprehensive Plan provide for future modifications as required by growth and economic development. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



SUMMARY OF SERVICE DELIVERY ARRANGEMENTS .structions: Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs. Law Enforcement Service: Union County County: 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.) (Union County provides law enforcement in unincorporated areas; City of Blairsville provides for law enforcement within city limits) In developing the strategy, were overlapping service areas, unnecessary competition und/or doplication of this service identified? ( )yes (X ) no If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.O.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition council be climinated). If these conditions will be chiminated under the strategy, attach an implementation schedule listing each step or action that will be taken to climinate them, the responsible party and the agreed upon deadline for completing it. 3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indelxedness, etc.) Funding Method: Local Government or Authority: County General Fund Union County Commission City General Fund City of Blairsville 4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? There will be no change in delivery of this service. 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Effective and Ending Dates: Contracting Parties: Agreement Name: Currently in effect and to Service Delivery Strategy Union County Commission continue indefinitely City of Blairsville 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? County ordinances, resolutions and state and federal laws presently in effect. Sylvia Tumage 7. Person completing form: 8-31-99 Phone number: (706) 745-9655 Date completed: 8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? & yes O no

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

#### Law Enforcement Services

Union County provides Law Enforcement Services in the unincorporated areas of the County through the Union County Sheriff's Office, the services are funded out of County General Funds. The City of Blairsville provides Law Enforcement Services within the city limits through the Blairsville Police Department; the services are funded out of City General Funds.

The delivery of Law Enforcement Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

#### **MEMORANDUM OF**

# INTERGOVERNMENTAL AND INTERAGENCY AGREEMENT

In a concerted effort to rid their respective jurisdictions of the use and influence of illicit drugs and in an attempt to reduce the incidence of violent crime, the governing bodies of White, Dawson, Lumpkin, Union, Gilmer, Fannin, Pickens and Towns Counties have each authorized the joint submission of an application for funding under the 1999 Drug Control and System Improvement Formula Grant Program. If said proposal is funded the Appalachian Drug Task Force, Multijurisdictional Task Force unit comprised of White, Dawson, Lumpkin, Union, Gilmer, Fannin, Pickens and Towns County Sheriff's offices, will be implemented and provided the resources necessary to facilitate the investigation, arrest, prosecution and conviction of drug and violent offenders who illicit activity impacts the collective jurisdiction.

With respect to the general management and operations of the Task Force, the participating units of government and agencies do hereby agree to the following particulars.

- The White County Commissioner's Office shall serve as the applicant and recipient of funding on behalf of the participating units of government.
- The White County Sheriff's Office shall serve as the implementing agency for administrative purposes. Responsibility for assuring compliance with program regulations and applicable local, state and federal laws is the responsibility of the award recipient and the implementing agency.
- All federal match requirements will be met in accordance with current regulations and appropriated by the participating units of government as follows.

White County Commissioner/Sheriff's Office Dawson County Commissioner/Sheriff's Office Lumpkin County Commissioner/Sheriff's Office Union County Commissioner/Sheriff's Office Gilmer County Commissioner/Sheriff's Office Fannin County Commissioner/Sheriff's Office Pickens County Commissioner/Sheriff's Office Towns County Commissioner/Sheriff's Office	\$ 14,997.63 \$ 14,997.63 \$ 14,997.63 \$ 14,997.63 \$ 14,997.63 \$ 14,997.63
Towns County Commissioner/Sheriff Office	\$ 14,997.63

Total:

\$119,981.00

4) It is hereby agreed that the revenues received, as a result of condemnations made by the Task Force shall be returned to the Task Force to be incorporated in said Task Force's Master Fund Account. It is agreed that

100% of revenues generated will be returned to the Task Force Master Fund regardless of the jurisdiction within which the confiscation(s) is/are made.

The break down of accrued assets applies to drug task force initiated cases. Asset division in cases not initiated by the drug task force, but in which the drug task force has participated, will be determined by the District Attorney.

Assets forfeited through federal forfeiture actions will be returned to the drug task force in accordance with federal regulations. These funds cannot be distributed to another agency according to federal guidelines.

- The balance of revenues received as a result of condemnation will be returned to the task force for continued drug and violent crime control initiatives and will not be utilized by the participating units of government to supplant local funds previously appropriated for law enforcement or other government services.
- All operational and management policies will be established and unanimously approved by a control group comprised of the primary executive officer of each participating agency. The control group will meet no less frequently then monthly, and will record and maintain written meeting summaries.
- 7) The control group will adopt or amend by unanimous vote, by-laws governing the conduct of its routine oversight responsibilities. Said by-laws will provide for the following:
  - identification of control group membership;
  - \* establishment of a quorum;
  - establishment of selection process for chairman and vice-chairman;
  - development and adoption of a Standard Operating procedures upon which Task Force activities will be based;
  - \* development of personnel selection and oversight policies; and
- Standard Operating Procedures governing activities of the Task Force will be adopted by unanimous vote of the control group, and include the following:
  - a statement of purpose;
  - \* a statement of applicability,
  - a set of procedures governing the selection, training, and drug testing of task force personnel;
  - a procedure to identify, select, and prioritize investigative targets;
  - a procedure to assign cases for investigation;

a procedure for identification, acquisition, and assignment of resources and skills required in case investigation;

a procedure for the coordination and monitoring of cases to insure proper timing of investigative and prosecutorial activities;

- a procedure for the conduct and coordination of investigation seizure, surveillance and use of force; and
- \* a procedure to address property, evidence, and fund accountability.
- 9) All personnel assigned to the task force will possess, or exceed, the minimum qualifications established by the Criminal Justice Coordinating Council.
- 10) All task force personnel will attend appropriate training sessions offered at the Georgia Public Safety Training Center and at other locations deemed appropriate by the control group.
- The task force will cooperate and coordinate its efforts with local law enforcement agencies, all district attorneys from the affected region, authorized state law enforcement agencies, and the Federal Drug Enforcement Administration and the Federal Bureau of Alcohol, Tobacco and Firearms.
- 12) Task force efforts will be coordinated with the District Attorney's Office of the Northeastern, Enotah, and Appalachian Judicial Circuit(s). The District Attorney(s) has/have been invited to be a participating agencies of the task force.
- 13) Liability Insurance With the exception of Gilmer County, who is self-insured, the participating counties of the task force through their insurance carriers have agreed to provide coverage for their employees assigned to the task force. This coverage is extended to their respective employee throughout the task force jurisdiction.

This memorandum is hereby agreed to by the attached signatories, who also agree that memorandum is subject to revision as deemed appropriate by same. By signing of this document I acknowledge that I do concur with the strategic plan developed by the task force.

Union County Commissioner

Union County Sheriff



## SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Ins	tru	ctı	ons

Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

Co	unty:	Union County		Service:	Library	
1. C	theck the	box that best describes the agree	ed upon delivery arrangement for this s	service:	<u>-</u>	
X	Service governi	will be provided countywide (i.e nent, authority or organization p	e., including all cities and unincorporate roviding the service.)	ed areas) by a sing	ele service provider. (If this box is checked, identify the	
	Service authorit	will be provided only in the unity or organization providing the s	ncorporated portion of the county by a service.)	single service pro	vider. (If this box is checked, identify the government,	
	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 i	more cities will provide this serv	ice only within their incorporated boun nent(s), authority or organization provi	idaries, and the co	unty will provide the service in unincorporated areas. (If	
	Other. (	If this box is checked, attach a leganization that will provide serv	egible map delineating the service ar ice within each service area.)	ea of each service	provider, and identify the government, authority, or	
2. I	yelo	ping the strategy, were overlappi	ng service areas, unnecessary competit	ion and/or duplica	tion of this service identified? ( )yes (X) no	
If th O.C	ese cond .G.A. 36	itions will continue under the str70-24(1)), overriding benefits of	ategy, <b>attach an explanation for cont</b> f the duplication, or reasons that overla	inuing the arrang pping service area	gement (i.e., overlapping but higher levels of service (Se s or competition cannot be eliminated).	
If th	ese cond		e strategy, attach an implementation		each step or action that will be taken to eliminate them,	
3. Li	ist each g Is, specia	overnment or authority that will l service district revenues, hotel/	help to pay for this service and indicat motel taxes, franchise taxes, impact fee	e how the service es, bonded indebte	will be funded (e.g., enterprise funds, user fees, general dness, etc.)	
Uni Uni	on Cou	nment or Authority: unty Commission unty School Board uirsville	Funding Met County Ger Funds, Stat	neral Funds, So	chool Board Funds, City of Blairsville Funds and Grants, and Donations	
4. H	ow will t There v	he strategy change the previous a will be no change in the del	urrangements for providing and/or fund ivery of this service	ling this service w	ithin the county?	
5. Li	st any fo	rmal service delivery agreements	or intergovernmental contracts that wi	ill be used to imple	ement the strategy for this service:	
	eement N vice De	Name: livery Strategy	Contracting Parties: Union County Commission City of Blairsville		Effective and Ending Dates: Currently in effect and to continue indefinitely	
or fe	hat other e change	mechanisms (if any) will be use s, etc.), and when will they take of	d to implement the strategy for this ser- effect? County ordinances, resolu	vice (e.g., ordinan utions and state	ces, resolutions, local acts of the General Assembly, rate and federal laws presently in effect.	
	, ,	pleting form: Sylvia Turnag	e			
Phon	l Inbe	r. <u>(706) 745-9655</u>	Date completed: <u>6-30-99</u>	)		
3. Is Jeliv	this the pery strate	person who should be contacted begy? Wyes O no	y state agencies when evaluating wheth	her proposed local	government projects are consistent with the service	

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

#### **Library Services**

Union County provides Library Services countywide through the Union County Library. The services are funded out of County General Funds, School Board Funds, City of Blairsville Funds, State and Federal funds and grants, and public donations.

The County also participates in providing Library Services to Union, Towns, and Fannin Counties through the Mountain Regional Library in Young Harris, Georgia. These services are funded out of General Funds of Union, Towns and Fannin Counties, the Cities of Blairsville, Blue Ridge, McCaysville, Mineral Bluff, Morganton, Hiawassee and Young Harris, State and Federal funds and grants, and by public donations.

The delivery of Library Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



# SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1, Section 1	111. Use exactly the same service names listed on page 1.
Answer each question below, attaching additional pages as necessary. If the contact pe	erson for this service (listed at the bottom of the page) changes, this
should be reported to the Department of community Affairs.	Page, and Page, and

Co	unty:	Union County		Service:	Magistrate Court					
1. Check the box that best describes the agreed upon delivery arrangement for this service:										
X	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 the 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. (I 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. 1.	evelop	ping the strategy, were o	verlapping service areas, unnecessary con	npetition and/or duplicat	ion of this service identified? ( )yes (X) no					
If the	ese cond .G.A. 36	itions will continue under 170-24(1)), overriding be	er the strategy, attach an explanation for enefits of the duplication, or reasons that	continuing the arrange overlapping service areas	ement (i.e., overlapping but higher levels of service (Se or competition cannot be eliminated).					
If the	ese cond esponsib	itions will be eliminated de party and the agreed t	under the strategy, attach an implemen upon deadline for completing it.	tation schedule listing ea	ach step or action that will be taken to eliminate them,					
3. Li fund	ist each g ls, specia	government or authority to service district revenue	that will help to pay for this service and i s, hotel/motel taxes, franchise taxes, imp	ndicate how the service wast fees, bonded indebted	vill be funded (e.g., enterprise funds, user fees, general ness, etc.)					
		nment or Authority: inty Commission	<u>Fundin</u> Genera	g <u>Method:</u> l Fund						
4. H	ow will t There v	he strategy change the p vill be no change in	revious arrangements for providing and/o	r funding this service wit	hin the county?					
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:										
Agre Serv	eement l vice De	Name: livery Strategy	Contracting Parties: Union County Commi	ssion	Effective and Ending Dates: Currently in effect and to continue indefinitely					
5. W or fe	hat other e change	r mechanisms (if any) with the second and when will the	Il be used to implement the strategy for they take effect? County ordinances,	nis service (e.g., ordinanc resolutions and state	es, resolutions, local acts of the General Assembly, rate and federal laws presently in effect.					
7. Pe	rson con	npleting form: Sylvia	Turnage							
		er: (706) 745-9655		30-99						
genv	ery strate	egy? We yes O no	ntacted by state agencies when evaluating son(s) and phone number(s) below:	whether proposed local	government projects are consistent with the service					

#### **Magistrate Court Services**

Union County provides Magistrate Court Services countywide. The services are funded out of the General Fund.

The delivery of Magistrate Court Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



#### SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

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Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs

should be reported to the Department of Community Atlairs.								
County: Union County			rvice:	Mental Health				
1. Check the box that best describes the agreed up	pon delivery arrangemen	nt for this service:	:					
Service will be provided countywide (i.e., in government, authority or organization provided)	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 unincor authority or organization providing the servi	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 the 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.)  (Union and Towns Counties share a jail)								
2. Leveloping the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? () yes (X) no								
If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (Se 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.								
3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)								
Local Government or Authority: Union County Commission		nding Method: unty General I	Fund, User Fe	es, State and Federal Funds				
4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?  There will be no change in the delivery of this service.								
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:								
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Cor	nmission		Effective and Ending Dates: Currently in effect and to continue indefinitely				
6. What other mechanisms (if any) will be used to or fee changes, etc.), and when will they take effect	implement the strategy ct? County ordinance	for this service (eces, resolution:	e.g., ordinances, 1 s and state lav	resolutions, local acts of the General Assembly, rate vs presently in effect.				
7. Person completing form: Sylvia Turnage								
Ph. umber: <u>(706) 745-9655</u>	Date completed:	6-30-99						
8. Is this the person who should be contacted by st delivery strategy? 6 yes O no	tate agencies when evalu	nating whether pro	oposed local gove	ernment projects are consistent with the service				

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

## Mental Health Services

Union County provides Mental Health Services countywide. The services are funded out of County General Funds, user fees and State and Federal funds and grants.

The delivery of Mental Health Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

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Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County	Service:	Municipal Airport				
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 unincorporat government, authority or organization providing the service.) City of Blai	ted areas) by a single rsvlle	e service provider. (If this box is checked, identify the				
Service will be provided only in the unincorporated portion of the county by a authority or organization providing the service.)	single service provi	der. (If this box is checked, identify the government,				
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 leveloping the strategy, were overlapping service areas, unnecessary competit	tion and/or duplication	on of this service identified? () yes (X) no				
If these conditions will continue under the strategy, attach an explanation for cont O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overla						
If these conditions will be eliminated under the strategy, attach an implementation the responsible party and the agreed upon deadline for completing it.	schedule listing each	ch step or action that will be taken to eliminate them,				
3. List each government or authority that will help to pay for this service and indicat funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fee Local Government or Authority:  City of Blairsville  City General	:s, conded indebtedi :hod:	ill be funded (e.g., enterprise funds, user fees, general less, etc.)				
4. How will the strategy change the previous arrangements for providing and/or fund There will be no change in the delivery of this service.	ling this service with	in the county?				
5. List any formal service delivery agreements or intergovernmental contracts that we Agreement Name:  Service Delivery Strategy  Contracting Partles: Union County Commission City of Blairsville		nent the strategy for this service:  Effective and Ending Dates:  Currently in effect and to  continue indefinitely				
6. What other mechanisms (if any) will be used to implement the strategy for this ser or fee changes, etc.), and when will they take effect? County ordinances, resolution	vice (e.g., ordinance utions and state a					
7. Person completing form: Sylvia Turnage		•				
Phone number: (706) 745-9655 Date completed: 6-30-99	)					
8. I the person who should be contacted by state agencies when evaluating whetle delivery strategy? We yes O no If not, provide designated contact person(s) and phone number(s) below:	her proposed local g	overnment projects are consistent with the service				

## **Municipal Airport Services**

Municipal Airport Services are provided countywide by the City of Blairsville. The services are funded out of City General Funds.

The delivery of Municipal Airport Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: <u>Union County</u>		Service:	Parks and Recreation
1. Check the box that best describes the agreed upon	n delivery arrangemen	nt for this service:	
Service will be provided countywide (i.e., inclugovernment, authority or organization providing	eding all cities and un ng the service.)	incorporated areas) by a single	service provider. (If this box is checked, identify the
Service will be provided only in the unincorpor authority or organization providing the service.	rated portion of the co	ounty by a single service provid	der. (If this box is checked, identify the government,
One or more cities will provide this service only box is checked, identify the government(s), authors.	y within their incorpo hority or organization	rated boundaries, and the servi providing the service.)	ce will not be provided in unincorporated areas. (If thi
One or more cities will provide this service only this box is checked, identify the government(s),	y within their incorpo , authority or organiza	rated boundaries, and the countation providing the service.)	ty will provide the service in unincorporated areas. (If
Other. (If this box is checked, attach a legible a other organization that will provide service with (Union and Towns Counties share a jai	nin each service area.	service area of each service p )	rovider, and identify the government, authority, or
2. eveloping the strategy, were overlapping serv	vice areas, unnecessar	y competition and/or duplication	on of this service identified? ( )yes (X) no
If these conditions will continue under the strategy, a O.C.G.A. 36-70-24(1)), overriding benefits of the du	attach an explanation plication, or reasons	n for continuing the arranger that overlapping service areas o	nent (i.e., overlapping but higher levels of service (Se or competition cannot be eliminated).
If these conditions will be eliminated under the strate the responsible party and the agreed upon deadline for	egy, attach an imple or completing it.	mentation schedule listing eac	h step or action that will be taken to eliminate them,
3. List each government or authority that will help to funds, special service district revenues, hotel/motel to	pay for this service a axes, franchise taxes,	and indicate how the service wi impact fees, bonded indebtedn	ll be funded (e.g., enterprise funds, user fees, general ess, etc.)
Local Government or Authority: Union County Commission		nding Method:	
Chief County Commission	Col	inty General Fund, User l	rees, State Grants
4. How will the strategy change the previous arranged. There will be no change in the delivery	ments for providing a of this service.	and/or funding this service with	in the county?
5. List any formal service delivery agreements or inte	ergovernmental contra	acts that will be used to implem	ent the strategy for this service:
	Contracting Parties: Union County Con	nmission	Effective and Ending Dates: Currently in effect and to continue indefinitely
6. What other mechanisms (if any) will be used to im	plement the strateov	for this service (e.a. ardinance)	s, resolutions, local acts of the General Assembly, rate
or fee changes, etc.), and when will they take effect?	County ordinand	es, resolutions and state l	aws presently in effect.
7. Person completing form: Sylvia Turnage			
Pho mber: (706) 745-9655	_ Date completed: _	6-30-99	
3. Is this the person who should be contacted by state delivery strategy? O yes O no	agencies when evalu	ating whether proposed local go	overnment projects are consistent with the service

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

### Parks and Recreation Services

Union County provides Parks and Recreation Services countywide. The services are funded out of County General Funds, user fees and State Grants.

The delivery of Parks and Recreation Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1. Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County	Service:	Probate Court
1. Check the box that best describes the agreed upon delivery arrang	gement for this service:	
Service will be provided countywide (i.e., including all cities a government, authority or organization providing the service.)	nd unincorporated areas) by a singl	le service provider. (If this box is checked, identify the
Service will be provided only in the unincorporated portion of authority or organization providing the service.)	the county by a single service prov	ider (If this box is checked, identify the government,
One or more cities will provide this service only within their in box is checked, identify the government(s), authority or organi	corporated boundaries, and the servation providing the service.)	vice will not be provided in unincorporated areas. (If this
One or more cities will provide this service only within their in this box is checked, identify the government(s), authority or or	corporated boundaries, and the cou panization providing the service.)	inty will provide the service in unincorporated areas. (If
Other. (If this box is checked, attach a legible map delineatin other organization that will provide service within each service	g the service area of each service area.)	provider, and identify the government, authority, or
2 Leveloping the strategy, were overlapping service areas, unnec	essary competition and/or duplicat	ion of this service identified? ( )yes (X) no
If these conditions will continue under the strategy, <b>attach an expla</b> O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or rea	nation for continuing the arrang usons that overlapping service areas	ement (i.e., overlapping but higher levels of service (Sec s or competition cannot be eliminated).
If these conditions will be eliminated under the strategy, attach an it the responsible party and the agreed upon deadline for completing it	mplementation schedule listing e	ach step or action that will be taken to eliminate them,
3. List each government or authority that will help to pay for this ser funds, special service district revenues, hotel/motel taxes, franchise	vice and indicate how the service vaxes, impact fees, bonded indebted	will be funded (e.g., enterprise funds, user fees, general lness, etc.)
Local Government or Authority: Union County Commission	Funding Method: General Fund	
4. How will the strategy change the previous arrangements for provi There will be no change in the delivery of this service	ding and/or funding this service wi	thin the county?
5. List any formal service delivery agreements or intergovernmental	contracts that will be used to imple	ement the strategy for this service:
Agreement Name: Contracting Part Union County  Service Delivery Strategy  Union County		Effective and Ending Dates: Currently in effect and to continue indefinitely
6. What other mechanisms (if any) will be used to implement the street or fee changes, etc.), and when will they take effect? County ord	ategy for this service (e.g., ordinand nances, resolutions and state	ces, resolutions, local acts of the General Assembly, rate and federal laws presently in effect.
Ph Sumber: (706) 745-9655  Date complete	-t. 6 20 00	
8. Is this the person who should be contacted by state agencies when delivery strategy? Wes O no	evaluating whether proposed local	government projects are consistent with the service

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

## **Probate Court Services**

Union County provides Probate Court Services countywide. The services are funded out of the General Fund.

The delivery of Probate Court Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

inst	auctions

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

SHOU	ild be reported to the Department of communit	y Affairs.			
Co	unty: <u>Union County</u>		Service:_	Public Health	
1. C	heck the box that best describes the agreed upo	on delivery arrangemen	nt for this service:		
Ø	Service will be provided countywide (i.e., incl government, authority or organization providi	luding all cities and un ng the service.)	incorporated areas) by a si	ingle service provider. (If this box is checked	, identify the
	Service will be provided only in the unincorporauthority or organization providing the service	orated portion of the co	ounty by a single service p	provider. (If this box is checked, identify the g	overnment,
	One or more cities will provide this service on box is checked, identify the government(s), au	ly within their incorpo	orated boundaries, and the a providing the service.)	service will not be provided in unincorporate	d areas. (If th
	One or more cities will provide this service on this box is checked, identify the government(s	ly within their incorpo ), authority or organiz	orated boundaries, and the ation providing the service	county will provide the service in unincorpora	ated areas. (If
	Other. (If this box is checked, attach a legible other organization that will provide service wi (Union and Towns Counties share a ja	unin each service area.	service area of each serv )	ice provider, and identify the government, an	uthority, or
2.	leveloping the strategy, were overlapping ser	vice areas, unnecessar	y competition and/or dupli	ication of this service identified? ( )yes ( X	()no
If the	ese conditions will continue under the strategy, G.A. 36-70-24(1)), overriding benefits of the d	attach an explanation uplication, or reasons	n for continuing the arra that overlapping service as	angement (i.e., overlapping but higher levels reas or competition cannot be eliminated).	of service (Se
If the	ese conditions will be eliminated under the stra- esponsible party and the agreed upon deadline	tegy, attach an imple for completing it.	mentation schedule listin	g each step or action that will be taken to elim	ninate them,
3. Lis	st each government or authority that will help t s, special service district revenues, hotel/motel	o pay for this service a taxes, franchise taxes,	and indicate how the service impact fees, bonded indeb	ce will be funded (e.g., enterprise funds, user otedness, etc.)	fees, general
<u>Loca</u> Unio	l Government or Authority: on County Commission	<u>Fu</u> Co	nding Method: unty General Fund, U	ser Fees, State and Federal Funds	
4. Ho	ow will the strategy change the previous arrang There will be no change in the delivery	ements for providing a of this service.	and/or funding this service	within the county?	
5. Lis	st any formal service delivery agreements or in	tergovernmental contr	acts that will be used to im	uplement the strategy for this service:	
		Contracting Parties: Union County Con	nmission	Effective and Ending Dates: Currently in effect and to continue indefinitely	
6. Whor fee	nat other mechanisms (if any) will be used to in changes, etc.), and when will they take effect?	nplement the strategy. County ordinance	for this service (e.g., ordiness, resolutions and sta	ances, resolutions, local acts of the General A ate laws presently in effect.	issembly, rate
	son completing form: Sylvia Turnage	· · · · · · · · · · · · · · · · · · ·			
Pho	umber: <u>(706)</u> 745-9655	Date completed:	6-30-99		
8. Is t	his the person who should be contacted by state ry strategy? Syes O no	e agencies when evalu	ating whether proposed loc	cal government projects are consistent with the	ne service

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

### **Public Health Services**

Union County provides Public Health Services countywide. The services are funded out of County General Funds, user fees and State and Federal funds and grants.

The delivery of Public Health Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Ans	the copies of the form and complete one for easier each question below, attaching additional to be reported to the Department of communications.	I pages as necessary. If the contact	on 111. Use exa I person for this	ctly the same service name service (listed at the botton	es listed on page 1. m of the page) changes, this		
Co	ounty: Union County		Service:_	Road Maintenance/C	Construction		
1. 0	Check the box that best describes the agreed u	pon delivery arrangement for this	service:	•			
	Service will be provided countywide (i.e., in government, authority or organization provi	acluding all cities and unincorporations the service.)	ted areas) by a s	single service provider. (If	this box is checked, identify the		
	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 box is checked, identify the government(s),	only within their incorporated bou authority or organization providin	indaries, and the ig the service.)	e service will not be provid	ed in unincorporated areas. (If this		
	One or more cities will provide this service this box is checked, identify the government	only within their incorporated beau t(s), authority or organization prov	indaries, and the viding the service	e county will provide the se e.)	ervice in unincorporated areas. (If		
×	Other. (If this box is checked, attach a legli other organization that will provide service (Union County provides for road work	within each service area.)					
2.	In developing the strategy, were overlapping	ng service areas, unnecessary comp	petition and/or o	duplication of this scrvice i	dentified? ()yes (X)no		
-r(	these conditions will continue under the strate C.G.A. 36-70-24(1)), overriding benefits of th	gy, attach an explanation for collection for collection, or reasons that over	ntinuing the ar lapping service	rangement (i.e., overlappi areas or competition counc	ng but higher levels of service (See of be eliminated).		
if the	these conditions will be climinated under the e responsible party and the agreed upon deadle	strategy, attach an implementatione for completing it.	on achedule list	ing each step or action that	will be taken to eliminate them,		
fu. Le U:	List each government or authority that will he nds, special service district revenues, hotel/mo ocal Government or Authority: nion County Commission ity of Blairsville	olp to pay for this service and indicated taxes, franchise taxes, impact in Funding Method:  County General Fund, SPLO City General Fund, LARP F	fees, bonded ind ST, State DO	leixedness, etc.)	nterprise funds, user fees, general		
4.	How will the strategy change the previous an There will be no change in delivery of the	rangements for providing and/or full is service.	urding this servi	ice within the county?			
A	List any formul service delivery agreements of greement Name; ervice Delivery Strategy	or intergovernmental contracts that  Contracting Parties:  Union County Commission  City of Blairsville		implement the strategy for	this scrvice: <u>Effective and Ending Dates:</u> Currently in effect and to continue indefinitely		
6. os	What other mechanisms (if any) will be used ree changes, etc.), and when will they take e	to implement the strategy for this Tect? County ordinances, resolutions	service (e.g., or lutions and sta	dinances, resolutions, local tic and federal laws prese	lacts of the General Assembly, rate only in effect.		
P		Date completed: 6-30-99					
đ	. Is this the person who should be contacted by clivery strategy? Wyes O no f not, provide designated contact person(s) an		hether proposed	d local government project	s are consistent with the service		

#### Road Maintenance/Construction Services

Union County provides Road Maintenance/Construction Services in the unincorporated areas of the County. The City of Blairsville provides these services within the city limits. Funding is provided out of County and City General Funds, SPLOST funds, State DOT funds, and LARP funds.

The delivery of Road Maintenance/Construction Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

SU		E DELIVERY ARRANGE	MENTS				
Instructions: Make copies of the form and complete one for each Answer each question below, attaching additional should be reported to the Department of community	ch service listed on page pages as necessary. If th	1. Section 111. Use exactly 1	he same service names listed on page 1.				
County: <u>Union County</u>		Service:	Senior Services				
1. Check the box that best describes the agreed upon	on delivery arrangement	for this service:					
Service will be provided countywide (i.e., inc government, authority or organization provide	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 or box is checked, identify the government(s), a	nly within their incorporation uthority or organization	ated boundaries, and the serv providing the service.)	ice will not be provided in unincorporated areas. (If this				
One or more cities will provide this service of this box is checked, identify the government	nly within their incorpor (s), authority or organizat	ated boundaries, and the countion providing the service.)	nty will provide the service in unincorporated areas. (If				
Other. (If this box is checked, attach a legible other organization that will provide service w (Union and Towns Counties share a j	vithin each service area.)	service area of each service	provider, and identify the government, authority, or				
2. 1 veloping the strategy, were overlapping se	ervice areas, unnecessary	competition and/or duplicat	ion of this service identified? ( )yes (X) no				
If these conditions will continue under the strategy O.C.G.A. 36-70-24(1)), overriding benefits of the	y, <b>attach an explanation</b> duplication, or reasons t	n for continuing the arrang that overlapping service areas	ement (i.e., overlapping but higher levels of service (See or competition cannot be eliminated).				
If these conditions will be eliminated under the str the responsible party and the agreed upon deadline	rategy, attach an impler e for completing it.	mentation schedule listing ea	ach step or action that will be taken to eliminate them,				
3. List each government or authority that will help funds, special service district revenues, hotel/mote	o to pay for this service a el taxes, franchise taxes,	and indicate how the service vimpact fees, bonded indebted	will be funded (e.g., enterprise funds, user fees, general lness, etc.)				
Local Government or Authority: Union County Commission	Fur Con	nding Method: unty General Fund, Stat	e and Federal Grants, and Donations				
1. How will the strategy change the previous arran There will be no change in the deliver		and/or funding this service wi	thin the county?				
5. List any formal service delivery agreements or	intergovernmental contra	acts that will be used to imple	ement the strategy for this service:				
Agreement Name: Service Delivery Strategy	Contracting Parties: Union County Cor	nmission	Effective and Ending Dates: Currently in effect and to continue indefinitely				
5. What other mechanisms (if any) will be used to or fee changes, etc.), and when will they take effe	o implement the strategy ext? County ordinance	for this service (e.g., ordinances, resolutions and stat	ces, resolutions, local acts of the General Assembly, rate e laws presently in effect.				
7. Person completing form: Sylvia Turnage		( 20 00					
Pho umber: (706) 745-9655	Date completed:						
3. Is this the person who should be contacted by s delivery strategy? Wyes O no If not, provide designated contact person(s) and p		uating whether proposed loca	l government projects are consistent with the service				

#### Senior Services

Union County provides Senior Services countywide through Peak Services, Inc. The services are funded out of County General Funds, State and Federal funds and grants, and public donations.

The delivery of Senior Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

PEAK SERVICES, INC. 332 Washington St. N. E. Suite 204 Gainesville, Georgia 30501 770-538-2693

## LOCAL SHARES COMMITMENT

#### FISCAL YEAR 1999

(JULY 1, 1998 - JUNE 30, 1999)

The local share funds required for the Senlar Center operation of: congregate meals, home-delivered meals, transportation, out each, information and education, and home-maker services in Union County for Fiscal Year 1999 are \$54,583.00. These funds in combination with Federal and State dollars are to provide services to the elderly in U tion County.

The Union County Commission agrees to pay \$545820 of the local share for Peak Services, Inc. programs offered through the Senior Center in Union County for the Fiscal Year 1999 budget.

Approved:

Date (ali

(Please return to the above address.)

Our mission is to aid the elderly by helping them remain as independent, involved, and secure as their health and circumstances will allow.



Page 2

Instr	uctions
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Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County:	Union County		Service:	Sewer	
1. Check the	e box that best describes the agree	d upon delivery arrangement for this	service:		
☐ Service		including all cities and minerance		service provider. (If this box is checked, ident	tify the
Service authori	e will be provided only in the uning ty or organization providing the so	corporated portion of the county by arvice.)	a single service provid	der. (If this box is checked, identify the govern	ment,
One or box is o	more cities will provide this service theoked, identify the government(	ce only within their incorporated bou s), authority or organization providin	undaries, and the servi	ce will not be provided in unincorporated areas	s. (If th
One or this box	more cities will provide this service is checked, identify the government	ce only within their incorporated bou ent(s), authority or organization prov	ndaries, and the countiding the service.)	ty will provide the service in unincorporated ar	reas. (II
Other. (	If this box is checked, attach a leg ganization that will provide service	gible map delineating the service a ce within each service area.) City o	res of each service p f Blairsville. See :	rovider, and identify the government, authority attached map for the area serviced.	у, ог
				on of this service identified? () yes (X) no	
If these cond	litions will continue under the etrat	learn methods on annual and a		nent (i.e., overlapping but higher levels of server competition cannot be eliminated).	rice (Se
If these cond	itions will be eliminated under the ale party and the agreed upon dead	Stratemy attack on towns.	schedule listing each	h step or action that will be taken to eliminate t	them,
3. List each a funds, specia Local Gover City of Bla	nment or Authority:	elp to pay for this service and indica totel taxes, franchise taxes, impact fe Funding Me User Fees	es, vollueu likiedieuni	ll be funded (e.g., enterprise funds, user fees, goess, etc.)	eneral
4. How will t There v	he strategy change the previous an will be no change in the deliv	rangements for providing and/or fund	ling this service withi	in the county?	
	rmal service delivery agreements o <u>Name:</u> livery Strategy	or intergovernmental contracts that w <u>Contracting Parties:</u> Union County Commission City of Blairsville		ent the strategy for this service:  Effective and Ending Dates: Currently in effect and to continue indefinitely	
6. What other or fee change:	mechanisms (if any) will be used s, etc.), and when will they take eff	to implement the strategy for this ser fect? County ordinances, resol	vice (e.g., ordinances utions and state a	, resolutions, local acts of the General Assemble and federal laws presently in effect.	ly, rate
7. Person com	pleting form: Sylvia Turnage				
Phone number	(706) 745-9655	Date completed: 6-30-99	9		
Is this the p lelie strate If not, provide	erson who should be contacted by gy? Wyes O no e designated contact person(s) and	state agencies when evaluating whet phone number(s) below:	her proposed local go	vernment projects are consistent with the service	ce

## Sewer Services

Sewer Services are provided by the City of Blairsville in the area shown on the attached map. The services are funded by user fees.

The delivery of Sewer Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

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Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1.

Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

Cou	nty:	Union County		Service:	Social Services
l. Che	ock the	box that best describes t	the agreed upon delivery arrangement for this so	ervice:	
⊠ s	ervice overnn	will be provided county nent, authority or organi	wide (i.e., including all cities and unincorporate zation providing the service.) Department of	ed areas) by a single of Family and C	service provider. (If this box is checked, identify the hildren Services
☐ S a	service uthorit	will be provided only in y or organization provid	the unincorporated portion of the county by a sing the service.)	single service provi	der. (If this box is checked, identify the government,
☐ C	one or i	more cities will provide the government	this service only within their incorporated bound ernment(s), authority or organization providing	daries, and the serv the service.)	ice will not be provided in unincorporated areas. (If this
			this service only within their incorporated bound government(s), authority or organization provide		nty will provide the service in unincorporated areas. (If
□ c	Other. () ther or	If this box is checked, at ganization that will prov	ttach a legible map delineating the service are ride service within each service area.)	ea of each service	provider, and identify the government, authority, or
2. 1	velo	ping the strategy, were o	overlapping service areas, unnecessary competiti	ion and/or duplicati	on of this service identified? ( )yes (X) no
If thes O.C.G	se cond 3.A. 36	litions will continue under -70-24(1)), overriding be	er the strategy, attach an explanation for conti enefits of the duplication, or reasons that overla	nuing the arrange	ment (i.e., overlapping but higher levels of service (Second competition cannot be eliminated).
If thes	se cond sponsib	itions will be eliminated ble party and the agreed t	under the strategy, attach an implementation upon deadline for completing it.	schedule listing ea	ch step or action that will be taken to eliminate them,
funds, Local	specia Gover	al service district revenue rnment or Authority:	es, hotel/motel taxes, franchise taxes, impact fee Funding Met	s, bonded indebted hod:	
		inty Commission inty Development A		erai rund, State	and Federal Funds
4. Hov T	w will there v	the strategy change the p will be no change in	previous arrangements for providing and/or fund the delivery of this service.	ling this service wit	hin the county?
5. List	t any fo	ormal service delivery ag	greements or intergovernmental contracts that wi	ill be used to imple	ment the strategy for this service:
	ement l	Name: elivery Strategy	Contracting Parties: Union County Commission		Effective and Ending Dates: Currently in effect and to continue indefinitely
б. Wh or fee	at othe	r mechanisms (if any) wes, etc.), and when will the	ill be used to implement the strategy for this ser hey take effect? County ordinances, resol	vice (e.g., ordinanc utions and state	es, resolutions, local acts of the General Assembly, rate
7. Per	son coi	npleting form: Sylvia	Turnage		
		er: (706) 745-9655	Date completed: 6-30-99	9	
	ry strat	tegy? Of yes O no	ontacted by state agencies when evaluating whet	her proposed local	government projects are consistent with the service

## **Social Services**

Social Services are provided countywide by the Union County Family and Children Services. This agency is a part of the Geogia Department of Human Resources. The services are funded by County General Funds, State and Federal governments, and some donations.

The delivery of Social Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



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SUMMARY OF SERVICE DELIVERY ARRANGEMENTS				
Instructions:  Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1.  Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.				
County: Union County		Service:	Soil Conservation	
. Check the box that best describes the agreed upon delivery	y arrangement for this se	rvice:		
Service will be provided countywide (i.e., including all a government, authority or organization providing the service will be provided countywide (i.e., including all a government, authority or organization providing the service will be provided countywide (i.e., including all a government, authority or organization providing the service will be provided countywide (i.e., including all a government, authority or organization providing the service will be provided countywide (i.e., including all a government, authority or organization providing the service will be provided countywide (i.e., including all a government, authority or organization providing the service will be provided countywide (i.e., including all a government).	cities and unincorporated rvice.) USDA Soil C	dareas) by a single sonservation Ser	service provider. (If this box is checked, identify the vice	
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 this box is checked, identify the government(s), authorities the service only within this box is checked.	their incorporated bound ity or organization provide	laries, and the count ling the service.)	ty will provide the service in unincorporated areas. (If	
Other. (If this box is checked, attach a legible map del other organization that will provide service within each	lineating the service are a service area.)	ea of each service p	rovider, and identify the government, authority, or	
2. eveloping the strategy, were overlapping service area				
If these conditions will continue under the strategy, attach a O.C.G.A. 36-70-24(1)), overriding benefits of the duplication	on, or reasons that overla	pping service areas	or competition cannot be eliminated).	
if these conditions will be eliminated under the strategy, atta the responsible party and the agreed upon deadline for comp	ach an implementation pleting it.	schedule listing ea	ch step or action that will be taken to eliminate them,	
3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)  Local Government or Authority:  Union County Commission  Funding Method:  County General Funds				
4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?  There will be no change in the delivery of this service.				
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:				
Service Delivery Strategy Union	cting Parties: County Commission		Effective and Ending Dates: Currently in effect and to continue indefinitely	
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? County ordinances, resolutions and state and federal laws presently in effect.				
7. Person completing form: Sylvia Turnage				
Phone number: <u>(706) 745-9655</u> Date	te completed: 6-30-9	<del>19</del>		
8. Is the person who should be contacted by state agence delivery strategy? So yes O no If not, provide designated contact person(s) and phone num		ther proposed local	government projects are consistent with the service	

## **Soil Conservation Services**

Union County provides Soil Conservation Services countywide through the U.S. Department of Agriculture. The services are funded out of County General Funds and Federal funds.

The delivery of Soil Conservation Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

United States Department of Agriculture

UNITED STATES DEPARTMENT

Natural Resources
Conservation
Service

185 Welborn St. Box 3 Blairsville, Ga 30512 Phone: 706-745-2794

FAX: 706-745-2560

September 9, 1998

# AMENDMENT TO WORKING AGREEMENT 65-4310-1-55

The working agreement between Union County and the Natural Resources Conservation Service, United States Department of Agriculture, dated January 17, 1991, is amended as follows:

The agreement will be extended to cover NRCS fiscal year 1999 from October 1, 1998 thru September 30, 1999.

Section II.C - Total salary expenditure (50%) shall not exceed \$16,700.00 for FY-99, payable quarterly.

UNION COUNTY

CF AGRICULTURE - NATURAL RESOURCES CONSERVATION SERVICE.	COMMISSIONER
BY: Darbara S. Fletcher, acting	BY: Seel Cod
TITLE: State Conservationist	TITLE: Sole COMMISSIONER
DATE: 10-1-98	DATE: 9/9/98



Page 2

Instru	ctions:
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Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

	or confine	anty Anans.		
County:	Union County		Service:	Solid Waste Management
1. Check the	box that best describes the agreed	upon delivery arrangement for this	service:	
Service governm	will be provided countywide (i.e., in nent, authority or organization prov	including all cities and unincorpora riding the service.)	ated areas) by a single se	ervice provider. (If this box is checked, identify the
Service authorit	will be provided only in the uninco y or organization providing the serv	erporated portion of the county by a	a single service provider	. (If this box is checked, identify the government,
One or r	nore cities will provide this service necked, identify the government(s),	only within their incorporated bot authority or organization providing	undaries, and the service ag the service.)	will not be provided in unincorporated areas. (If this
One or r this box	nore cities will provide this service is checked, identify the governmen	only within their incorporated bout(s), authority or organization pro	mdaries, and the county viding the service.)	will provide the service in unincorporated areas. (If
	f this box is checked, attach a legi ganization that will provide service and Towns Counties share a		rea of each service pro	vider, and identify the government, authority, or
2 levelor	ing the strategy, were overlapping	service areas, unnecessary compet	ition and/or duplication	of this service identified? ( )yes (X) no
If these condi		ov ettech en evolenation for som		
If these condi		trategy attach en implementatio		step or action that will be taken to eliminate them,
3. List each grunds, special	overnment or authority that will hel service district revenues, hotel/mor	p to pay for this service and indicatel taxes, franchise taxes, impact for	ate how the service will been, bonded indebtedness	pe funded (e.g., enterprise funds, user fees, general s, etc.)
Local Govern	nment or Authority: nty Commission	Funding Me		·
4. How will the There w	e strategy change the previous arra ill be no change in the delive	ngements for providing and/or fun ery of this service.	ding this service within	the county?
5. List any for	mal service delivery agreements or	intergovernmental contracts that v	vill be used to implemen	t the strategy for this service:
Agreement N		Contracting Parties: Union County Commission		Effective and Ending Dates: Currently in effect and to continue indefinitely
6. What other or fee changes	mechanisms (if any) will be used to , etc.), and when will they take effe	implement the strategy for this sect? County ordinances, reso	rvice (e.g., ordinances, r lutions and state law	esolutions, local acts of the General Assembly, rate vs presently in effect.
7. Person com	pleting form: Sylvia Tumage	•		
	(706) 745-9655	Date completed: 6-30-9	9	
8. Is this the pedelivery strates	erson who should be contacted by stay? Syes O no	tate agencies when evaluating whe	ther proposed local gove	armment projects are consistent with the service

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

#### Solid Waste Management Services

Union County provides Solid Waste Management Services countywide through a central transfer station for receiving solid waste and a recycling center for collecting recyclables. Union County contracts with Appalachian Waste Systems for disposal of solid waste. The services are funded out of the General Fund and Tipping Fees.

The delivery of Solid Waste Management Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



## **CONTRACT DOCUMENTS**

for

## WASTE REMOVAL DISPOSAL SERVICE

for

TRANSFER AND RECYCLE STATION
BIB # P97011
March 4, 1998
by

UNION COUNTY PURCHASING DEPARTMENT

#### NOTICE OF AWARD

To: JERRY PROCTOR
APPALACHIAN WASTE SYSTEMS, L.L.C.
P.O.Box 2493, 530 TOM BOYD Rd.
BLUE RIDGE, Ga. 30513

PROJECT DESCRIPTION: Waste Removal Services

The OWNER has considered the BID with the modifications submitted by you for the above described WORK in response to its advertisement for BIDS.

The contract period will be from March 21, 1998 Through December 31, 2001, with one (1) additional, optional year January 1, 2001 through December 31, 2002.

You are hereby notified that your bid modification has been accepted for items in the amount of Thirty Two Dollars, and Ninety Five Cents (\$32.95), Per Ton. Their will be no price modification for the duration of the contract, and at no special Terms, and Conditions of the R.F.P.

You are hereby required to execute the AGREEMENT, and furnish the required Contractor's CERTIFICATION OF INSURANCE within fourteen (14) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT, and/or to furnish said CERTIFICATION within fourteen (14) days, and/or any time during the engagement from the date of this NOTICE, fail to abide by the Terms, and Conditions of the engagement, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your as abandoned and as a forfeiture of your contract. The OWNER will be entitled to such other rights as may be granted by law.

ou are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER

Dated this Fourth day of March, 1998,

inion County Sole/Commissioner

ecommended By:

Don Terry/Purchasing Agent

Yalonde Tolhert/County Clerk

Contractor :

Title ·

Attested By

MY CUMMISSION EXPIRES SERT 3 SOOO

County Seal

# UNION COUNTY COMMISSIONER'S CONTRACT AGREEMENT

To the Union County Commissioner, Union County, Georgia:

Submitted: This Fourth day of March, 1998

The undersigned, as Bidder, hereby declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications and Drawings for the work and contractual documents relative thereto; and that he has satisfied himself to the work to be performed.

The Bidder proposes and agrees that, if he becomes the Successful Bidder on the basis of this Proposal, he will contract with the Union County Commissioner, Union County, Georgia (herein called the "Owner"), in the form of the contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the work in full, and in complete accord avid the shown, noted, described, specified and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the All, and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents.

This rement made and entered into this Fourth day of March, 1998, by and between Union County Commissioner, party of the first part (hereinafter called the County), and APPALACHIAN WASTE SYSTEMS, L.L.C., party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

WHEREAS, pursuant to advertisement, bids proposals for the: Waste Removal Services Bid # 98P011, were received, opened, read aloud, tabulated, checked. The bids were duly awarded to APPALACHIAN WASTE SYSTEMS, L.L.C. f Fannin County, Blue Ridge, Ga.

WHEREAS, the County has duly made its review and has determined that the bid and prices stated therein represent he lowest responsible and best bid, and Notice of Award is given this March 4, 1998.

VHEREAS, this body, after consideration of said review, together with all bids heretofore submitted, finds that the bid is stated hereinabove to be in the best interest, being the lowest responsible and best acceptable bid received.

VHEREAS, Attachment B of the contract proposal bid sheet shall include the revised bid price, and is to be included, nd incorporated into this contract as a part of the over all price proposal. The changes are as follows; The bid price as been changed to Thirty Two Dollars, and Ninety Five Cents (\$ 32.95) Per Ton, with the exception of Item 7 of the pecial Terms, and Conditions of the R.F.P.

WHEREAS, the County and the Contractor desire the Waste Removal of certain project, and the Contractor desires and agrees to furnish and deliver, any, and all equipment necessary, and/or dispose of all the material, and to do, and erform all the work and labor for said purpose. The project being more particularly described as follows: Waste and Disposal at the Union County Transfer, and Recycle Station, located at 1 Deep South Farm Rd., in lairsville, Ga. 30512.

NOW, THEREFORE, BE IT RESOLVED, that said bid is hereby accepted, and that a Contract for proposed services as heretofore prescribed in the specifications and Contract documents shall be forthwith executed at the prices specified in said bid, and

BE IT FURTHER RESOLVED, that if you fail to execute said AGREEMENT, and/or to furnish said CERTIFICATIONS, or Workers Compensation within fourteen (14) days, and/or any time during the engagement from the date of this NOTICE, fail to abide by the Terms, and Conditions of the engagement, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your contract. The OWNER will be entitled to such other rights as may be granted by law, and

BE IT FURTHER RESOLVED, that Harold Cook as Sole Commissioner is hereby authorized and directed to execute said Contract for and on behalf of Union County, Georgia.

NOW, THEREFORE, in consideration hereinafter fully set out, the parties agree as follows:

- (1) The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans and specification prepared (or approved) by the County Commissioner or his authorized representative the originals of which re in file in the office of Union County Commissioner and which said specifications are hereby made a part of this absence as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.
- 2) This Agreement is on a unit basis. It is understood that the quantities are approximate only and are subject either to ncrease, or decreases, and any increases, or decreases are to be paid for at the contract price.
- 3) The County hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions, and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of Thirty Two Dollars, and Ninety Five cents (\$ 32.95) Per Ton. Their will be no price modification for the duration the contract, and at no time will the price exceed Thirty Two Dollars, and Ninety Five cents (\$ 32.95) Per Ton, with the exception of Item 7 of the Special Terms, and Conditions of the R.F.P.
- 4) The County and Contractor agree that the financing of this project shall be as follows: PAYMENT WILL BE 1ADE ON MONTHLY STATEMENTS AS THE WORK PROGRESSES.
- 5) The work shall be done in accordance with the laws of the State of Georgia under the direct supervision, and to the native satisfaction of the County. The decision of the County Commissioner upon any question connected with the resecution of the work by the Contractor shall be final and conclusive.
- ) It is mutually agreed that the Contractor shall warranty all work done as a part of this contract agreement.
- The intract period will be from March 21, 1998 Through December 31, 2001, with One (1) optional additional par January 1 1998 through December 31, 2002.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of UNION COUNTY

the Fourth day of March, 1998

Sole/Commissioner

December

Purchasing Agent

Date: 24/98

Recommended:

Vitness for County: 2

Executed on behalf of the

the Fourth day, of March, 1998

CONTRACTOR

Witness for Contractor:

MY COMMISSION EXPIRES SEPT. 3, 2000

County Seal

# UNION COUNTY COMMISSIONER'S CONTRACT CONDITIONS

- 1. Contract items and work shall be in accordance with all Federal, State, and Local Laws.
- 2. INSURANCE The contractor, and all sub-contractors shall procure and maintain insurance of the types and to the limits specified in Attachment pertaining to Union County's Standard Insurance Requirements ( see attachment ). It shall be the responsibility of the contractor to ensure that all his subcontractors meet these requirements. Except as otherwise stated, the amounts and types of insurance shall conform to all of the minimum requirements.
- a. Certificate of Insurance Certificates of all insurance required from the contractor shall be filed with the County and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the County before operations are commenced. Union County Commissioner shall be identified as Certificate Holder for each type of coverage required. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract bid.
- b. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. In addition, the County will be shown as Certificate Holder, with a Hold Harmless Agreement in favor of the County. The certificate should also indicate if the cover is provided under a Claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contract or prior.
- c. If the initial insurance expires prior to the completion of the work, renewal certificates shall be thirty (30) days prior to the date of their expiration.
- 3. A. contractors and subcontractors shall be certified and licensed as required by law.
- 4. The Contractor shall obtain all necessary local, state, federal permits as required by law for the project.
- 5. This Agreement will terminate immediately and absolutely as such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Union County under this Agreement.
- 6. This Agreement obligates Union County only for sums payable during the calendar years of execution.
- 7. This Agreement in no way is deemed to create a debt incurred by Union County for the payment of any sum beyond the calendar years of execution.

## UNION COUNTY STANDARD INSURANCE REQUIREMENTS

1. Statutory Workers' Compensation insurance

(a) Employers Liability:

Bodily Injury by Accident - \$100,000 each accident Bodily Injury by Disease - \$500,000 policy limit Bodily Injury by Disease - \$100,000 each employee

- Comprehensive General Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
- 3. Auto Liability Insurance
  - (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
  - (b) Comprehensive form covering all owned, non-owned and hired vehicles
- 4. Umbrella Liability Insurance
  - (a) \$1,000,000 limit of liability
- 5. Union County Commissioner (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
- 6. The cancellation provision should provide 30 days notice of cancellation.
- 7. Certificate Holder should read:

Union County Commissioners Office

CC: Harold Cook

114 Courthouse St. Suite 1

Blairsville, GA 30512

- 8. Insurance company must have an A.M. Best Rating of A-6 or higher.
- 9. Insurance company must be licensed to do business by the Georgia Secretary of State.
- 10. Insurance company must be authorized to do business in Georgia by the Georgia Insurance Department.
- Union County Commissioner shall have the authority to waive any requirements pertaining to insurance.

## NOTICE TO PROCEED

To: Mr. JERRY PROCTOR
APPALACHIAN WASTE SYSTEMS, L.L.C. P.O.Box 2493, 530 TOM BOYD Rd.
BLUE RIDGE, Ga. 30513
Date: 3/4/98
PROJECT DESCRIPTION: Waste Removal, and Disposal at the Union County Transfer, and Recycle Station, located at 1 Deep South Farm Rd., in Blairsville, Ga. 30512.
You are hereby notified to commence WORK in accordance with the AGREEMENT dated March 4, 1998, on or March 21, 1998.
Hand Gol
Union County Sole/Commissioner
ACCPRIANCE OF NOTICE
Receipt of the above NOTICE TO PROCEED is hereby acknowledged
Contractor Contractor
this the Fourth day of March, 1998
BY: Shery D. Proctor
Title: Co-owner
Employer Identification Number:

## COST PHASE OF PROPOSAL

area.

Union Count	y has approximately Thirty (30) Tons of waste to be removed by contractor per day
Bidder's Resp	Donse****** See Below Per Ton
) A. C	Cost of Solid Waste Equipment, hauling, and Disposal \$32.95 per Ton
*.	All costs per ton are based on minimum 19 ton loads.
	AWS accepts the friday 7:30 a.m. to 5:00 p.m. All banks hours, Monday through

Friday 7:30 a.m. to 5:00 p.m. All haul requests called in after

Cost of Special Waste Disposal.....\$ 32.00 per Ton

Cost of Special Waste Hauling from Union County....\$200.00 per Ton

2:00 p.m. will be hauled the following morning. Since the landfill closes at 1:00 p.m. on Saturdays, all Saturday hauls must be called in on Friday. The county is responsible for tarping the trailers before they are removed from the loading



Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County	Service:	Superior Court		
1. Check the box that best describes the agreed upon delivery ar	rrangement 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 the 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 deline other organization that will provide service within each ser	eating the service area of each servic rvice area.)	e provider, and identify the government, authority, or		
2 eveloping the strategy, were overlapping service areas, u	unnecessary competition and/or duplication	ation of this service identified? ( )yes (X) no		
If these conditions will continue under the strategy, <b>attach an e</b> : O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, o	explanation for continuing the arran or reasons that overlapping service are	gement (i.e., overlapping but higher levels of service (Seas or competition cannot be eliminated).		
If these conditions will be eliminated under the strategy, attach the responsible party and the agreed upon deadline for completing	an implementation schedule listinging it.	each step or action that will be taken to eliminate them,		
3. List each government or authority that will help to pay for thi funds, special service district revenues, hotel/motel taxes, franch	is service and indicate how the service hise taxes, impact fees, bonded indebto	will be funded (e.g., enterprise funds, user fees, general edness, etc.)		
Local Government or Authority: Union County Commission	Funding Method: General Fund			
4. How will the strategy change the previous arrangements for p There will be no change in the delivery of this se	providing and/or funding this service wervice.	rithin the county?		
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:				
Agreement Name: Contracting Service Delivery Strategy Union Cou	<u>Parties:</u> unty Commission	Effective and Ending Dates: Currently in effect and to continue indefinitely		
6. What other mechanisms (if any) will be used to implement the or fee changes, etc.), and when will they take effect? County	e strategy for this service (e.g., ordinar ordinances, resolutions and stat	nces, resolutions, local acts of the General Assembly, rate e and federal laws presently in effect.		
7. Person completing form: Sylvia Turnage Ph umber: (706) 745-9655  Date com	npleted: 6-30-99			
8. Is this the person who should be contacted by state agencies w delivery strategy? Vees O no	when evaluating whether proposed loca	l government projects are consistent with the service		

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

## **Superior Court Services**

Union County provides Superior Court Services countywide. The services are funded out of the General Fund.

The delivery of Superior Court Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



Page 2

Instructions:

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

Co	ounty: <u>Union County</u>		Service	: Tax Assessm	ent
1. 0	Check the box that best describes the agreed u	pon delivery arrangeme	nt for this service:		
X	Service will be provided countywide (i.e., in government, authority or organization provi	cluding all cities and ur ding the service.)	incorporated areas) by a	single service provider. (If the	nis box is checked, identify the
Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the governme authority or organization providing the service.)					ked, identify the government,
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (box is checked, identify the government(s), authority or organization providing the service.)				l in unincorporated areas. (If this	
	One or more cities will provide this service this box is checked, identify the government	only within their incorpo (s), authority or organiz	orated boundaries, and th ation providing the servi	ne county will provide the serice.)	vice in unincorporated areas. (If
	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.) (Union and Towns Counties share a jail)				the government, authority, or
2	leveloping the strategy, were overlapping s	ervice areas, unnecessar	ry competition and/or du	plication of this service ident	ified? ()yes (X)no
If th O.C	nese conditions will continue under the stratege.G.A. 36-70-24(1)), overriding benefits of the	y, attach an explanation duplication, or reasons	on for continuing the ar that overlapping service	rangement (i.e., overlapping areas or competition cannot	but higher levels of service (See be eliminated).
If the	nese conditions will be eliminated under the st responsible party and the agreed upon deadlin	rategy, attach an imple e for completing it.	mentation schedule list	ing each step or action that w	ill be taken to eliminate them,
3. L	ist each government or authority that will helds, special service district revenues, hotel/mot	p to pay for this service el taxes, franchise taxes	and indicate how the serv , impact fees, bonded ind	vice will be funded (e.g., ente lebtedness, etc.)	rprise funds, user fees, general
	ion County Commission		nding Method: neral Fund		
4. H	low will the strategy change the previous arrange. There will be no change in the delive	ngements for providing a ry of this service.	and/or funding this servi	ce within the county?	
5. L	ist any formal service delivery agreements or	intergovernmental contr	acts that will be used to	implement the strategy for the	is service:
	vice Delivery Strategy	Contracting Parties: Union County Con	nmission		Ending Dates; I effect and to definitely
6. W	What other mechanisms (if any) will be used to be changes, etc.), and when will they take effe	implement the strategy ct? County ordinand	for this service (e.g., ord ces, resolutions and	linances, resolutions, local ac state laws presently in e	ts of the General Assembly, rate
	erson completing form: Sylvia Turnage				
Ph(	umber: (706) 745-9655	Date completed:	6-30-99	<del>-</del>	
8. Is deliv	this the person who should be contacted by st	ate agencies when evalu	nating whether proposed	local government projects are	consistent with the service

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

## **Tax Assessment Services**

Union County provides Tax Assessment Services countywide. The services are funded out of County General Funds

The delivery of Tax Assessment Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



## SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

ustructions:  Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1.  Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.
County: Union 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.)
Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is cheeked, 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 the 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. (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.) (Union County provides for collection of County and State taxes; City of Blairsville provides for City tax collections)
2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? ( )yes (X ) no
If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (—Q.C.O.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.
3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)  Local Government or Authority: Union County Commission City of Blairsville  Tunding Method: County General Fund City General Fund
4. How will the strategy change the previous armangements for providing and/or funding this service within the county?  There will be no change in delivery of this service.
5. List any formal service delivery agreements or intergovernmental continuets that will be used to implement the strategy for this service:  Agreement Name: Service Delivery Strategy  Contracting Partles: Union County Commission City of Blairsville  City of Blairsville
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, or fee changes, etc.), and when will they take effect? County ordinances, resolutions and state and federal laws presently in effect.
7. Person completing form: Sylvin Turnage Phone number: (706) 745-9655 Date completed: 6-30-99
8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Siyes O no  If not, provide designated contact person(s) and phone number(s) below:

#### Union County Service Delivery Strategy

#### Tax Collection Services

Union County provides Tax Collection Services for County and State taxes; the City of Blairsville provides Tax Collection Services for City taxes. These services are funded out of County and City General Funds.

The delivery of Tax Collection Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



#### SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Service:

Page 2

Ins		

County: <u>Union County</u>

Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1.

Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County		Service:	Waste Water Treatment
1. Check the box that best describes the agreed	upon delivery arrangement for this	service:	
Service will be provided countywide (i.e., government, authority or organization pro	including all cities and unincorporate viding the service.)	ted areas) by a singl	e service provider. (If this box is checked, identify the
Service will be provided only in the uninc authority or organization providing the ser	orporated portion of the county by a vice.)	single service provi	der. (If this box is checked, identify the government,
One or more cities will provide this service box is checked, identify the government(s)	c only within their incorporated bour ), authority or organization providing	ndaries, and the serv g the service.)	rice will not be provided in unincorporated areas. (If th
One or more cities will provide this service this box is checked, identify the government	e only within their incorporated bour nt(s), authority or organization provi	ndaries, and the couniding the service.)	nty will provide the service in unincorporated areas. (If
but the provide but the	within cach scivice area.		provider, and identify the government, authority, or
The City of Blairsville provides was 2. Leveloping the strategy, were overlapping	Service areas unnecessary compatition	ver system.	an afati.
O.C.G.A. 36-70-24(1)), overriding benefits of the strate o	egy, attach an explanation for cont he duplication, or reasons that overla	inuing the arrange apping service areas	ment (i.e., overlapping but higher levels of service (So or competition cannot be eliminated).
If these conditions will be eliminated under the the responsible party and the agreed upon deadi	strategy, <b>attach an implementation</b> me for completing it.	schedule listing ea	ch step or action that will be taken to eliminate them,
<ol> <li>List each government or authority that will he funds, special service district revenues, hotel/me Local Government or Authority:</li> </ol>	elp to pay for this service and indicate otel taxes, franchise taxes, impact for Funding Met	es, conaca maeoteca	rill be funded (e.g., enterprise funds, user fees, general ness, etc.)
City of Blairsville	User Fees	inoa.	
4. How will the strategy change the previous arr There will be no change in the deliv	angements for providing and/or funderry of this service.	ling this service with	nin the county?
5. List any formal service delivery agreements o	r intergovernmental contracts that w	ill be used to impler	nent the etentary for this
THE TANKE	Contracting Parties:		Effective and Ending Dates:
Service Delivery Strategy	Union County Commission	1	Currently in effect and to
	City of Blairsville		continue indefinitely
5. What other mechanisms (if any) will be used t	o implement the strategy for this ser	vice (e.a. ordinance	es, resolutions, local acts of the General Assembly, rate
or fee changes, etc.), and when will they take eff	ect? County ordinances, resol	utions and state	and federal laws presently in effect.
7. Person completing form: Sylvia Turnage			
Phone number: (706) 745-9655	Date completed: 6-30-99	9	
B. Is this the person who should be contacted by stategy? Gyes O no If not, provide designated contact person(s) and		her proposed local g	government projects are consistent with the service

#### **Union County Service Delivery Strategy**

#### **Waste Water Treatment Services**

Waste Water Treatment Services are provided by the City of Blairsville for the sewer services it provides. The services are funded by user fees.

The delivery of Waste Water Treatment Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. Accordingly, the present delivery of these services within the County will continue for an indefinite period.



## SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Page 2

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Make copies of the form and complete one for each service listed on page 1, Section 111. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of community Affairs.

County: Union County	Service:	Water 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 unincorporate government, authority or organization providing the service.)	ated areas) by a single	e service provider. (If this box is checked, identify the
Service will be provided only in the unincorporated portion of the county by a authority or organization providing the service.)	a single service <del>pr</del> ovi	der. (If this box is checked, identify the government,
One or more cities will provide this service only within their incorporated bou box is checked, identify the government(s), authority or organization providing	undaries, and the serving the service.)	ice will not be provided in unincorporated areas. (If this
One or more cities will provide this service only within their incorporated bout this box is checked, identify the government(s), authority or organization provides the service only within their incorporated bout this box is checked, identify the government(s), authority or organization provides the service only within their incorporated bout this box is checked, identify the government(s), authority or organization provides the service only within their incorporated bout this box is checked, identify the government(s), authority or organization provides the service only within their incorporated bout this box is checked, identify the government(s), authority or organization provides the service only within their incorporated bout this box is checked.	undaries, and the cour viding the service.)	nty will provide the service in unincorporated areas. (If
Other. (If this box is checked, attach a legible map delineating the service a other organization that will provide service within each service area.)  (See attached map delineating the service area of each service area of each service area of each service areas, unnecessary competed of these conditions will continue under the strategy, attach an explanation for continue of O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas, unnecessary competed of the strategy.	ce provider) ition and/or duplicati	on of this service identified? ( )yes (X) no
If these conditions will be eliminated under the strategy, attach an implementatio the responsible party and the agreed upon deadline for completing it.		-
3. List each government or authority that will help to pay for this service and indication funds, special service district revenues, hotel/motel taxes, franchise taxes, impact for	ate how the service wees, bonded indebted	ill be funded (e.g., enterprise funds, user fees, general ness, etc.)
Local Government or Authority: City of Blairsville, Coosa Water Authority, Notla Water Authority, City of Young Harris	Funding Met User Fees	hod:
4. How will the strategy change the previous arrangements for providing and/or fur. There will be no change in the delivery of this service.	nding this service with	un the county?
5. List any formal service delivery agreements or intergovernmental contracts that varied Agreement Name:  Service Delivery Strategy  Contracting Parties: Union County Commission Cities of Blairsville and You	n	nent the strategy for this service:  Effective and Ending Dates:  Currently in effect and to continue indefinitely
6. What other mechanisms (if any) will be used to implement the strategy for this see or fee changes, etc.), and when will they take effect? Coosa and Notla Water entered into with the Cities of Blairsville and Young Harris to provide	Authorities were	created by state law and agreements were
7. Person completing form: <u>Sylvia Turnage</u>		
Phone number: (706) 745-9655 Date completed: 6-30-9	99	
8. Is this the person who should be contacted by state agencies when evaluating who delivery strategy? Very one of the person of	ether proposed local g	overnment projects are consistent with the service

#### **Union County Service Delivery Strategy**

#### Water Services

The Coosa Water Authority, Notla Water Authority and the Cities of Blairsville and Young Harris furnish Water Services to certain areas of Union County as shown on the attached map delineating the service area of each provider. The services are funded by user fees.

The delivery of Water Services within Union County as currently provided is effective and efficient and does not result in any duplication or overlapping of services. The Comprehensive Plan for the City of Blairsville and Union County provides for future modifications as required by growth and economic development. Accordingly, the present delivery of these services within the County will continue for an indefinite period.

### A RESOLUTION ESTABLISHING A PROCESS

TO INSURE COMPATIBILITY WITH APPLICABLE LAND USE PLANS
AND ORDINANCES AND TO RESOLVE INTER-GOVERNMENTAL LAND USE PLAN AND
ORDINANCE INCONSISTENCIES PURSUANT TO THE PROVISION OF
NEW EXTRA TERRITORIAL WATER AND SEWER SERVICE

WHEREAS, the Union and Towns Counties' Commissioners and the Mayors and Councils of their political jurisdictions have found it necessary, desirable and in the public interest to establish a formal process to insure that the provision of new extraterritorial water and sewer service is consistent with all applicable land use plans and ordinances of adjoining local governments, and

WHEREAS, the Union County and Towns County Commissions and their municipal jurisdictions have determined that a process to insure land use compatibility as it relates to the provision of new extraterritorial water and sewer services and land use plans/ordinances, and

WHEREAS, the Union County and Towns County Commissioners and the governing bodies of their municipal jurisdictions have jointly developed a cooperative plan to insure consistency with applicable land use plans/ordinances,

BE IT THEREFORE RESOLVED by the Union County Commission of Union County, Georgia, and the governing body of the City of Biairsville and the Towns County Commission of Towns County, Georgia and the governing body of the City of Young Harris, IT IS HEREBY RESOLVED by the Authority of same:

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

- Prior to initiating the development of water and sewer services in extraterritorial boundaries, the local government proposing the new service will notify the adjacent government of the proposed new service by providing information on location of property, size of area, and existing/proposed land use associated with the property.
- 2. Within 10 working days following receipt of the above information, the local government receiving the notice of water/sewer extension will forward to the local government proposing the extension a statement either: (a) indicating that the proposal is compatible with that community's land use plan and all applicable ordinances; or (b) a description of why the proposal is inconsistent with the land

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

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

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

DATE: 18/7/99	
ATTEST:	Should Cook
County Clerk	Harold Cook, Sole Commissioner, Union Co.
Chi Keller	Dous Chwell
City Clerk	Doris Colwell, Mayor, City of Blairsville
	anton _
County Clerk	Jack Dayton, Sole Compussioner, Towns Co.
	/

Mesu Janard
City Clerk Danard

Carless Sampson, Mayor, Young Harris

#### SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

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Instructions:

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

PAGE 3

	Community Anims.		
County:	Union		
1. What inco	ompatibilities or conflicts between the latelivery strategy?	nd use plans of i	local governments were identified in the process of developing
None			
		•	
2. Check the	boxes indicating how these incompatibil	ities or conflicts	s were addressed:
ameno	iments to existing comprehensive plans		
	on of a joint comprehensive plan measures (amend zoning ordinances,		Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the
	environmental regulations, etc.)		affected local governments will adopt them.
If "other mea	sures" was checked, describe these meas	sures:	
2 Summoria	so the process that will be used to resolve	dienutes when	a county disagrees with the proposed land use classification(s) for
areas to be an	nexed into a city. If the conflict resoluti	on process will	vary for different cities in the county, summarize each process.
Under an a	agreement between Union Cour	ntv and the	e City of Blairsville@for "Dispute Resolution
Process" e	effective July 1, 1998, pric	or notifica	ation of annexation activities will be given
to the Cou classifica	inty by the City providing 1 ation and area to be annexed	full inform 1. The Cou	mation on the proposed land use or zoning unty will respond to the City within 15 working
davs of it	ts agreement or objection to	the propo	osal. In the event of disagreement between the
city and ( 4. What poli	County, the dispute will go cies, procedures and/or processes have b	through th een established	ne agreed upon mediation process. by local governments (and water and sewer authorities) to
ensure that n	ew extraterritorial water and sewer service	ce will be consis	stent with all applicable land use plans and ordinances?
Union Cour	nty provides land and water	use planni	ng through Ordinances for Subdivisions,
Mountain F	Protection, Nottely River Wa	atershed, N	Nottely River Corridor, Soil Erosion and
Sedimentat Plan for t	the City of Blairsville and	Resolution Union Coun	a approving and adopting a Comprehensive aty. Expansion of water and sewer services
and land u sive Plan.	use modifications must compl	ly with the	ese Resolutions, Ordinance, and Comprehen-
orac Liall.			
5. Person co	ompleting form: Sylvia Turr	nage	
Phone numb	(70C) 745 OCES	Date comp	leted:6-30-99
			n evaluating whether proposed local government projects are
	ith land use plans of applicable jurisdicti de designated contact person(s) and phon	— •	
	Person(s) and Phon		

## SERVICE DELIVERY STRATEGY DISPUTE RESOLUTION PROCESS

for Union County and City of Blairsville

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

1. Prior to initiating any formal annexation activities, the City will notify the county government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s) (if applicable) of the property upon annexation. Such information shall be provided to Union County within 10 working days of receipt of annexation petition.

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

- 2. If the county has no objection to the city's proposed land use or zoning classification, the city is free to proceed with the annexation. If the county fails to respond to the city's notice in writing within the deadline, the city is free to proceed with the annexation and the county loses its right to invoke the dispute resolution process, stop the annexation or object to land use changes after the annexation.
- 3. If the county notifies the city that it has a bona fide land use classification objection(s)<sup>2</sup>, the city will respond to the county in writing within 15 working days of receiving the county's objection(s) by either: (a) agreeing to implement the county's stipulations and conditions and thereby resolving the county's objection(s); (b) agreeing with the county and stopping action on the proposed annexation; (c) disagreeing that the county's objection(s) are bona fide and notifying the county that the city will seek a declaratory judgement in court; or (d) initiating a 30-day (maximum) mediation process to discuss possible compromises.<sup>3</sup>
- 4. If the city of Blairsville initiates mediation, that city and the county will engage in a mediation process. This mediation process is outlined in an addendum which is considered a part of this document. Any costs associated with the mediation will be shared equally by the parties (local governments) participating.

	Post-it* Fax Note 7671	pages 4
	TO BON HUKSEY	From NEW BOUT!
	Co./Dept.	C. EL12ABETH
ion for annexation or	To Ben Huksey From/NWN (Co./Dept. Co./LIABE	1'hone 945 - 9455
	Fax 1/- 720-538-21025	Fix # 745-1311

<sup>&</sup>lt;sup>1</sup>Cities should not validate a petition for annexation or annexation dispute resolution process.

<sup>&</sup>lt;sup>2</sup>As defined in O.C.G.A. 36-36-11(b)

<sup>&</sup>lt;sup>3</sup>At this point, it is important to notify the property owner(s) of the status of his annexation request.

- 5. If no resolution of the county's bona fide land use classification objection(s) results from the mediation, the city will not proceed with the proposed annexation.
- If the city and county reach agreement as described in step 3(a) or as a result of the 6. mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s) within 15 working days from the date of the agreement.

Regardless of future changes in land use or zoning classification, any site-specific mitigation or enhancement measures or site-design stipulations included in the agreement will be binding on the property. The property owner(s) shall sign, notarize and return the agreement to the city. The agreement shall become final when signed by the city and the county and shall be filed at the courthouse.

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

Harold Cook

Union County Commissioner

Vierel

Doris Colwell

Mayor, City of Blairsville

#### UNION COUNTY AND CITY OF BLAIRSVILLE DISPUTE RESOLUTION PROCESS

#### **MEDIATION PROCESS**

#### Mediation Committee

The city and county will each select two individuals to serve on a Mediation Committee. An additional or 5th member will be selected by the four appointees. The GMRDC will then provide the names of three mediators from which the five committee members will select one. The mediator will serve to guide the committee through the process.

#### Parties to the Mediation

The jurisdiction requesting the mediation and the jurisdiction required to act on the proposed change in land use will be parties to the mediation. The mediation sessions will be open to the public but general public comment will not be taken during the mediation sessions. Public input will be allowed in the regular public hearing after the mediation and before the continued hearing is ended. This procedure will allow public comment on the results of the mediation before final action.

#### Choice of Mediator

The GMRDC will be asked to propose three mediators. If the jurisdictions in conflict cannot agree on a mediator from among this pool, the GMRDC will select a fourth mediator to conduct the mediation. The party requesting the mediation will coordinate the selection process and make arrangements with the mediator.

#### Payment for the Mediation

The parties (local governments) participating in the mediation will equally share the cost of the mediation. Parties will be prepared to pay at each session or in the manner negotiated with the mediator.

#### Scheduling the Mediation

The jurisdiction requesting the mediation in consultation with the other parties and the mediator will select the time for the mediation. The jurisdiction acting on the proposed land use change will arrange a facility for the mediation. The initial mediation session will be scheduled for two hours. Additional sessions will be determined by participants during the first session.

#### Results of the Mediation

The mediator will provide to all parties a written report, including any agreements between the parties in conflict. The mediator will also specify any remaining conflicts and will provide an assessment of the potential value of any further mediation.

The legislative body of the jurisdiction acting on the proposed land use change will consider the results (the mediator's report and any agreements) of the mediation as part of the hearing process and part of the official record of the hearing.

Agreements made during the mediation will become part of the final action on the proposed land use change.

If no agreement regarding any specific conflict results from the mediation, the parties retain their rights to legal remedies.



## SERVICE DELIVERY STRATEGY UPDATE 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.

				equacti in sign and form, but me encouraged	to do 50.
	U	PDA <sup>3</sup>	TED SERVICE DELIVERY STRATEGY FOR _	Blairsville/Union	COUNTY
W	e, the	unde	ersigned authorized representatives of the jurisdict	ions listed below, certify that:	
1.			e reviewed our existing Service Delivery Strategy a only one box for question #1)	and have determined that:	
	X	A.	Our Strategy continues to accurately reflect our county and no changes in our Strategy are needed		local services throughout our
		B.	Our Strategy has been revised to reflect our prefe	erred arrangements for providing loca	1 services.
If (	Option	A is	s selected, only this form, signed by the appropriat	e local government representatives m	ust be provided to DCA.
If ( wi		an	s selected, this form, signed by the appropriate loc- updated "Summary of Service Arrangements" for y supporting local agreements pertaining to each of	n (page 2) for each local service that	nas been revised/updated;
	•	an pro	updated service area map depicting the agreed updovider for each service that has been revised/update incide with local political boundaries.	on service area for each provider if the	ere is more than one service
2.	reso	lutio	our governing bodies (County Commission and Cions agreeing to the Service Delivery arrangements entation of our service delivery strategy (O.C.G.A.	identified in our strategy and have ex-	rategy have adopted ecuted agreements for
3.			ice delivery strategy continues to promote the deli onsive manner for all residents, individuals and pr		
4.	geog	grapł	rice delivery strategy continues to provide that wat hic boundaries of a service provider are reasonable within the geographic boundaries of the service pro	and are not arbitrarily higher than the	
5.	thos cour	e joi: ity a:	rice delivery strategy continues to ensure that the control funded by the county and one or more municing borne by the unincorporated area residents, indi 4 (3));	ipalities) primarily for the benefit of t	he unincorporated area of the

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

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

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
Januar flow	Lamar Paris	Commissionen	Union County	2/20/04
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#### A RESOLUTION CONFIRMING THE SERVICE DELIVERY STRATEGY FOR THE CITY OF BLAIRSVILLE AND UNION COUNTY

WHEREAS, The Service Delivery Strategy Act, O.C.G.A. 36-86-1 et. seq., requires counties and certain municipalities to prepare and agree to a service delivery strategy; and

WHEREAS, The City of Blairsville and Union County prepared and adopted a service delivery strategy on September 30, 1999, in accordance with the law; and

WHEREAS, The Georgia Department of Community Affairs is charged with assuring that the City-County service is updated concurrent and consistent with the updated comprehensive plan; and

WHEREAS, The City of Blairsville and Union County has prepared an updated comprehensive plan which is currently under regional and state review; and

WHEREAS, The draft comprehensive plan update does not propose policy or program changes that would necessitate revision to the adopted service delivery strategy agreement.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED BY THE UNION COUNTY COMMISSIONER AS FOLLOWS:

The Service Delivery Strategy for the City of Blairsville and Union County, dated September 30, 1999, is hereby reconfirmed by the Union County Commissioner with a finding that no changes are needed or requested.

APPROVED, THIS THE 26th DAY OF FEBRUARY, 2004

ATTEST:

atherine Laylor

RECEIVEI

FEB **2 3** 2004



#### SERVICE DELIVERY STRATEGY UPDATE 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.

UPDATED SERVICE DELIVERY STRATEGY FOR Blairsville/Union

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

- 1. We have reviewed our existing Service Delivery Strategy and have determined that: (Check only one box for question #1)
  - A. Our Strategy continues to accurately reflect our preferred arrangements for providing local services throughout our county and no changes in our Strategy are needed at this time; or
  - ☐ B. Our Strategy has been revised to reflect our preferred arrangements for providing local services.

If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- an updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updated;
- any supporting local agreements pertaining to each of these services that has been revised/updated; and
- an updated service area map depicting the agreed upon service area for each provider if there is more than one service provider for each service that has been revised/updated within the county, and if the agreed upon service areas do not coincide with local political boundaries.
- 2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
- 3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
- 4. Our service delivery strategy continues to provide 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 (2));
- 5. Our service delivery strategy continues to ensure 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));

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

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

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
Ray E. Petts	RAY E. Potts	MAYOR	city of Blairsvil	1c 2-20-01
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#### A RESOLUTION CONFIRMING THE SERVICE DELIVERY STRATEGY FOR THE CITY OF BLAIRSVILLE AND UNION COUNTY

WHEREAS, The Service Delivery Strategy Act, O.C.G.A. 36-86-1 et. seq., requires counties and certain municipalities to prepare and agree to a service delivery strategy; and

WHEREAS, The City of Blairsville and Union County prepared and adopted a service delivery strategy on September 30, 1999, in accordance with the law; and

WHEREAS, The Georgia Department of Community Affairs is charged with assuring that the City-County service is updated concurrent and consistent with the updated comprehensive plan; and

WHEREAS, The City of Blairsville and Union County has prepared an updated comprehensive plan which is currently under regional and state review; and

WHEREAS, The draft comprehensive plan update does not propose policy or program changes that would necessitate revision to the adopted service delivery strategy agreement.

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BLAIRSVILLE AS FOLLOWS:

The Service Delivery Strategy for the City of Blairsville and Union County, dated September 30, 1999, is hereby reconfirmed by the Mayor and City Council with a finding that now changes are needed or requested.

APPROVED, THIS THE  $\frac{3Rd}{}$  DAY OF FEBRUARY, 2004

ATTEST:

Mayo

Clark

#### SERVICE DELIVERY STRATEGY **CERTIFICATIONS**

PAGE 4

Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR	UNION	COUNTY
SERVICE DELIVERI STRATEGITOR		

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

- We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
- Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
- Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic 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 (2));
- 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)); and
- The process(es) for resolving land use disputes arising over annexation were established by the July 1, 1998 deadline (O.C.G.A. 36-70-24(4)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
Shoolef	So Harold Cook	Sole Comm.	Union Co.	9/39/3
Dous Colu	(all Doris Colwell	Mayor	City of Blairsville	9-31 9
Carless &	Ampso Mariess Sampso	n Mayor	City of Young Harr	9-30 S
Jack au	Jack Dayton	Sole Comm.	Towns Co.	9.30.

# UNION COUNTY HB 489 EXISTING AGREEMENTS

Enotah Judicial Circuit Funding Agreement April 01, 1999 – ongoing (formed in 1991) Union, Towns, Lumpkin & White Counties Specified court operational cost

Hospital Services Agreement
Union County & Union General Hospital

Humane Society's Mountain Shelter, Inc.

March 11, 1998 – ongoing

Union County & Union County Humane Society

Jail Services - Town/Union Jail

- 1) Operational Cost Services Agreement Towns County and Union County Late 1970's – ongoing
- 2) Professional Services & Health Care Agreement Towns/Union Jail & Caregiver February 05, 1999 – ongoing

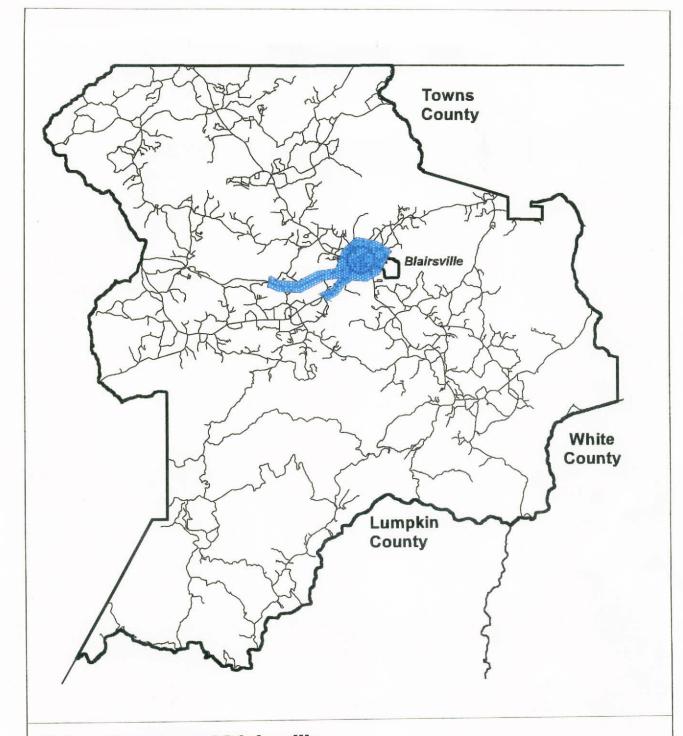
Law Enforcement, Appalachian Drug Task Force, Multijurisdictional Task Force Agreement

Union, White, Dawson & Lumpkin Counties

Senior Services Congregate Meals Local Share Agreement Union County & Peak Services, Inc. July, 1998 – June, 1999 – continuing

Soil Conservation Agreement Union County & USDA-Natural Resources Conservation Services October 01, 1998 – September 30, 1999

Solid Waste Management Agreement
Waste Removal Service
Union County & Appalachian Waste Systems
March 21, 1998 – December 21, 2001



Union County and Blairsville HB489 Sewer Service Area

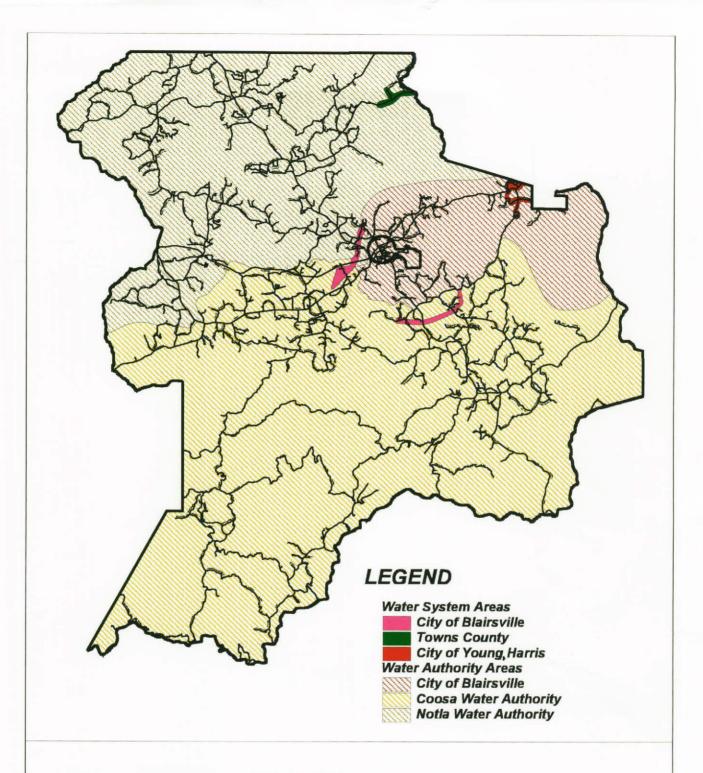


LEGEND



Blairsville Sewer Service Area

Map Produced By: Georgia Mountains RDC

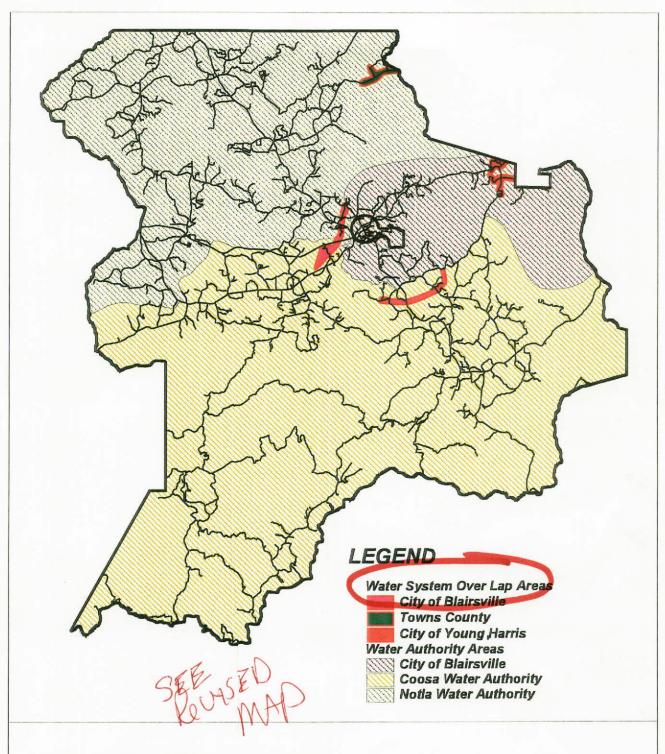


## Union County, Georgia

HB 489 Water Service Delivery Areas



Map Produced By: Georgia Mountains RDC



## Union County, Georgia

HB 489 Water Service Delivery Areas



Map Produced By: Georgia Mountains RDC