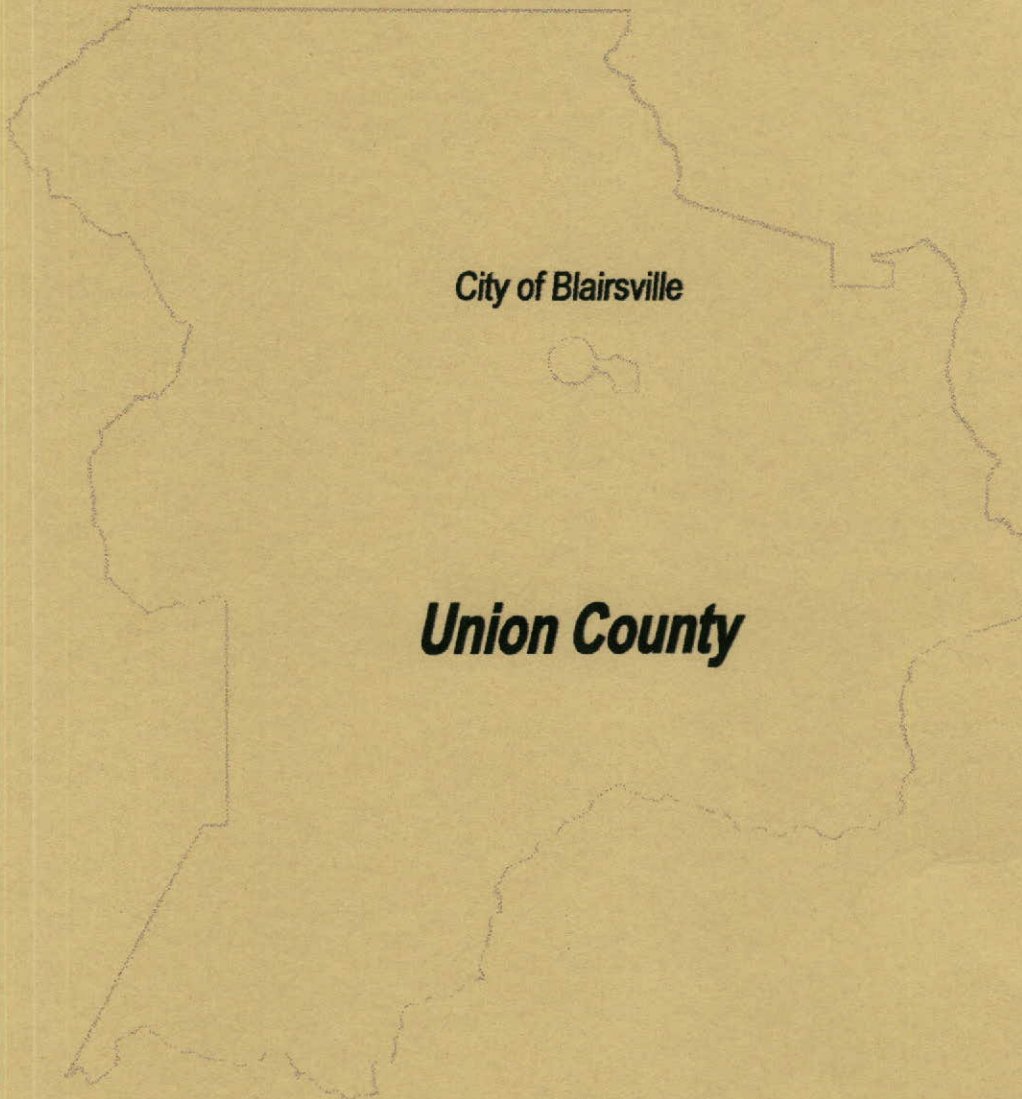


House Bill 489

Service Delivery Strategy



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

**Technical Assistance Provided By:
Georgia Mountains Regional Development Center**



RECEIVED

MAY 14 P.M.

HAROLD COOK
UNION COUNTY COMMISSIONER

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
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:

Emergency Medical Service
Fire Protection
Emergency Management
Library
Jury
Law Enforcement
Jail
E911 Dispatch
Clerk of Court
Probate Court
Magistrate Court
Enotah Judicial Circuit Court
Juvenile Court
Superior Court
Indigent Defense
Detention/Probation
Hospital
Mental Health
Public Health
Water Service
Sewer Service

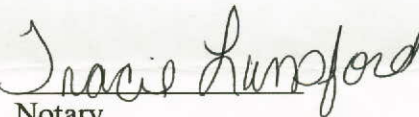
Historic Preservation/Museum
Parks and Recreation
Chamber of Commerce
Tax Assessment
Tax Collection
Equalization Board
Social Services
Senior Services
Extension Service
Elections
Land Use Planning
Economic Development
Humane Society
Animal Control
Soil Conservation
Municipal Airport
Road Maintenance/Construction
Coroner
Solid Waste Management
Clean and Beautiful
Waste Water Treatment


Harold Cook
Sole Commissioner, Union County



Notary
MY COMMISSION EXPIRES SEPT. 3, 2000

5-10-99
Date


Doris Colwell
Mayor, City of Blairsville

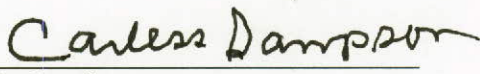

Inacie Lumpford
Notary

5-10-99
Date


Jack Dayton
Sole Commissioner, Towns County


Notary

5-10-99
Date

Harrison

Carlos Sampson
Mayor, City of Young Harris


Notary

5/11/99
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

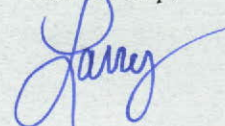
Re: Union County H.B. 489
Service Delivery Strategy

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.

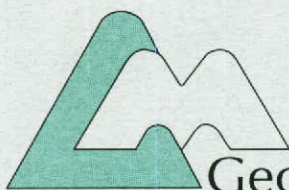
Thank you very much for your assistance in this matter. I look forward to hearing from you within the near future.

Sincerely,



Larry Glasco
Executive Director

LG/lb
Enclosures



Georgia Mountains Regional Development Center

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.

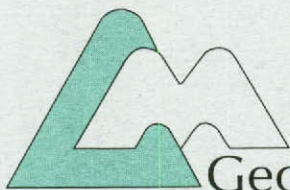
Sincerely,



Ben J. Hulsey
Deputy Executive Director

BJH/lS

copy: Commissioner Harold Cook



Georgia Mountains Regional Development Center

UNION COUNTY
H.B. 489
SERVICE DELIVERY
STRATEGY

Union County & Blairsville

October, 1999

**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.

<p>County: Union County Eligible: Yes Status: Deadline extended to Oct. 29th. Next Scheduled Update: Cities in Union County: Blairsville city</p>

(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.

[SITE MAP](#) | [FEEDBACK](#)

[Return to top of page](#)



Georgia Department of
Community Affairs

[About DCA](#) | [Publications](#) | [Housing](#) | [Solid Waste](#) | [Grants & Loans](#) | [Planning & Codes](#) | [Economic 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**



SERVICE DELIVERY STRATEGY

FOR _____ UNION _____ COUNTY

I. GENERAL INSTRUCTIONS

1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
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.
3. For each service or service component listed in Section III, complete a separate *Summary of Service Delivery Arrangements* form (page 2).
4. Complete one copy of the *Summary of Land Use Agreements* form (page 3).
5. 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).
6. 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.

- ✓Animal Control
- ✓Chamber of Commerce
- ✓Clean and Beautiful
- ✓Clerk of Court
- ✓Coroner
- ✓E-911 Dispatch
- ✓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

- ✓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



SERVICE DELIVERY STRATEGY

FOR UNION COUNTY

I. GENERAL INSTRUCTIONS

1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
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 Atlanta, Georgia 30329

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Union County
 City of Blairsville
 City of Young Harris
 Towns County

SEE REVISED COPY

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 ✓
- 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 ✓

- 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 ✓



SERVICE DELIVERY STRATEGY
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: Animal Control

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund

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 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 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 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:

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Chamber of Commerce

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.) Union County Chamber of Commerce
Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.) The City of Blairsville provides waste water treatment for its sewer system.

2. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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
Funding Method: County General Fund, Hotel-Motel Tax, Membership Fees

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 Commission City of Blairsville 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: (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? Yes No
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Clean and Beautiful

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.) North Georgia Resource Management
Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

The City of Blairsville provides waste water treatment for its sewer system.

2. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund

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 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: (706) 745-9655

Date completed: 6-30-99

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

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

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Clerk of Court

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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: General Fund

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

Union County Service Delivery Strategy

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.



**SERVICE DELIVERY STRATEGY
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: Coroner

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 and Towns Counties share a jail)

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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund

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 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 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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: E911 Dispatch

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? ()yes (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.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 Funding Method: General Fund and Subscriber Fees

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

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Economic Development

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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:

Funding Method:

Union County Commission

County General Fund and State Grants

Union County Development Authority

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:

Contracting Parties:

Effective and Ending Dates:

Service Delivery Strategy

Union County Commission

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 whether proposed local government projects are consistent with the service delivery strategy? yes no

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

Union County Service Delivery Strategy

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.



**SERVICE DELIVERY STRATEGY
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: Elections

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 for County, State & Federal elections; City of Blairsville provides for City elections)

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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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.)

<u>Local Government or Authority:</u>	<u>Funding Method:</u>
Union County Commission	County General Fund
City of Blairsville	City General Fund

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:

<u>Agreement Name:</u>	<u>Contracting Parties:</u>	<u>Effective and Ending Dates:</u>
Service Delivery Strategy	Union County Commission City of Blairsville	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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Emergency Management

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

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

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

Funding Method: General Fund, GEMA and FEMA Grants

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 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: (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? yes O no

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

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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

County: Union County Service: Emergency Medical Service

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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
Union General Hospital Authority
Funding Method: General Fund and User Fees

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

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Enotah Judicial Circuit Court

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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, Towns, White and Lumpkin County Commissions
Funding Method: General Funds of each County, State funds and grants

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 Intergovernmental Agreement
Contracting Parties: Union, Towns, White and Lumpkin County Commissions
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 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 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:

Union County Service Delivery Strategy

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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WHITE COUNTY
Board of Commissioners

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 Jack Dayton
Commissioner
Towns County Commission
P.O. Box 326
Hiawassee, Georgia 30546-0326

Honorable Charlie Ridley
Commissioner
Lumpkin County Commissioners
99 Courthouse Hill
Dahlonega, Georgia 30533

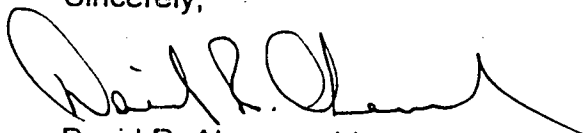
Honorable Roger London
Commission Chairman
White County Board of Commissioners
59 South Main Street, Suite A
Cleveland, Georgia 30528

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 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. Jlc*

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.

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.

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.

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.

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.

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.

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

TOWNS COUNTY

By: Charlie A. Ridley 3/17/98
Charlie A Ridley Date
Sole Commissioner

By: Jack Dayton 3-23-98
Jack Dayton Date
Sole Commissioner

ATTEST: Ellen Holbrook
County Clerk
(Seal)

ATTEST: Wilma Youngblood
County Clerk
(Seal)

UNION COUNTY

WHITE COUNTY

By: Harold Cook 4/1/98
Harold Cook Date
Sole Commissioner

By: Roger N. London 4-7-98
Roger N. London Date
Commission Chairman

ATTEST: Blanca Allert
County Clerk
(Seal)

ATTEST: Jean Welborn
County Clerk
(Seal)

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, 1998~~ ^{April 1, 1999} *SL*

1999-1998, ¹⁹⁹⁹ WITNESSETH, THAT WHEREAS, the parties to the Memorandum of Intergovernmental Agreement entered into, to be effective ~~July 1, 1998~~ ^{April 1, 1999}, by and among the parties hereto, desire to execute this Addendum to the Agreement as hereinafter set out; *SL*

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 Administrator Budget for the period beginning ~~July 1, 1998~~ ^{April 1, 1999} to ~~June 30, 1999~~ ^{Dec. 31}, as attached hereto and made a part hereof. *SL*

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.

LUMPKIN COUNTY

By: Charlie A. Ridley
Charlie A. Ridley
Sole Commissioner

ATTEST: Ellen Holbrook
County Clerk

(Seal)

Date Approved: 5-19-98

TOWNS COUNTY

By: Jack Dayton
Jack Dayton
Sole Commissioner

ATTEST: Wilma Youngblood
County Clerk

(Seal)

Date Approved: 5-11-98

UNION COUNTY

By: Harold Cook
Harold Cook
Sole Commissioner

ATTEST: Phyllis Holbert
County Clerk

(Seal)

Date Approved: 5/26/98

WHITE COUNTY

By: Roger N. London
Roger N. London
Commission Chairman

ATTEST: Jan Wisbern
County Clerk

(Seal)

Date Approved: 6/2/98



SERVICE DELIVERY STRATEGY
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: Equalization Board

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

Funding Method: General Fund

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 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 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 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:

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**

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: Extension Service

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.) University of Georgia Cooperative Extension 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.)

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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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.)

<u>Local Government or Authority:</u>	<u>Funding Method:</u>
<u>Union County Commission</u>	<u>County General Fund and State Funds</u>

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:

<u>Agreement Name:</u>	<u>Contracting Parties:</u>	<u>Effective and Ending Dates:</u>
<u>Service Delivery Strategy</u>	<u>Union County Commission</u>	<u>Currently in effect and to continue indefinitely</u>

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

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 Georgia, debtor for services rendered by Union

(county)

Extension Service according to Memorandum of Understanding and budgets for the period July 1, 1998, through June 30, 1999,

amounting to: \$29,236.00

OFFICE EXPENSES

	<u>Check One</u>		
	Estimated	Actual	
Rental (office space, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$6000.00
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$3000.00
Utilities	<input type="checkbox"/>	<input type="checkbox"/>	
Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 500.00
Repairs	<input type="checkbox"/>	<input type="checkbox"/>	
Demonstration Material	<input type="checkbox"/>	<input type="checkbox"/>	
Other Supplies (including postage)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$2250.00
 Total Office Expenses			 \$11,750.00

OTHER EXPENSES (Do Not Include 4-H EXPANSION FUNDS)

<u>Van/Truck Expense</u>	\$2000.00
<u>Professional Training</u>	\$1500.00
Total Other Expenses	\$3500.00
Total Travel Expenses (from reverse side: A)	\$ 500.00
Total Gross County Salary Expenses (from reverse side: B)	\$13,486.00
Total Teachers Retirement (from reverse side: C)	\$1,035.00
 TOTAL ALL COUNTY EXPENSES	 \$30,271.00

NOTE: ROUND OFF ALL FIGURES TO THE NEAREST DOLLAR. TYPE ALL INFORMATION.



SERVICE DELIVERY STRATEGY
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: Fire Protection

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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: General Fund, Insurance Premium Tax, and Donations

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 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: (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? yes no

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**

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: Historic Preservation/Museum

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.) Union County Historical Society
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

<u>Local Government or Authority:</u> Union County Commission City of Blairsville	<u>Funding Method:</u> General Funds of County and City, Membership fees, public donations, and State grants
---	--

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:

<u>Agreement Name:</u> Service Delivery Strategy	<u>Contracting Parties:</u> Union County Commission City of Blairsville	<u>Effective and Ending Dates:</u> Currently in effect and to continue indefinitely
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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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

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

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: Hospital

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.) Union General Hospital, Inc.
Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? () yes (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.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 Union General Hospital, Inc.
Funding Method: County General Fund (if required) User Fees

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:

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 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? Union County Hospital Authority was created by State law to provide hospital services in the county. In 1996 the Authority went through a restructuring process to form a non-profit corporation.

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 whether proposed local government projects are consistent with the service delivery strategy? Yes X no
If not, provide designated contact person(s) and phone number(s) below:

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 Union General Hospital, 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;

2. In cases of Emergency, HOSPITAL agrees to notify UNION COUNTY or its designated third party administrator as soon as possible, but in no event more than twenty-four (24) hours after admission of a Subscriber to the hospital, or if 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 admission was, in fact, an emergency admission under 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 notice 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.

1. 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, HOSPITAL 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.

3. 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.
5. 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.

B. Interpretation. This Agreement shall be governed by the 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 employees, shall be construed to be the agent, employer, 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:

1. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the _____ day of _____ 1996.

UNION COUNTY

By: _____
Signature

Name: _____
Please Print

Address:

HOSPITAL

By: _____
Signature

UNION GENERAL HOSPITAL

Street

City State Zip

Telephone Number

Fed. Tax I.D. Number



**SERVICE DELIVERY STRATEGY
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: Humane Society

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.) Humane Society's Mountain Shelter
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

<u>Local Government or Authority:</u>	<u>Funding Method:</u>
Union County and Towns County Commissions	Counties' General Funds
Cities of Blairsville, Hiawassee and Young Harris	Cities' General Funds
	Drop-off and adoption fees, public donations

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:

<u>Agreement Name:</u>	<u>Contracting Parties:</u>	<u>Effective and Ending Dates:</u>
Service Delivery Strategy	Union and Towns County Commissions Cities of Blairsville, Hiawassee and Young Harris	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, agreements, 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 whether proposed local government projects are consistent with the service delivery strategy? yes no

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

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 11th day of March, 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 animals while they are in the Society's possession until placed or otherwise humanely disposed of by the Society.

5.

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.

12.

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

By: Shirley Cook
Sole Commissioner

Attest: Uplanda Tolbert
County Clerk

HUMANE SOCIETY'S MOUNTAIN
SHELTER, INC.

By: Barbara L. DeYoung
President

Attest: Ann E. Eide
Secretary



SERVICE DELIVERY STRATEGY
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: Indigent Defense

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

Funding Method: General Funds, State funds and grants and fines

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 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 resolutions and state 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 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:

Union County Service Delivery Strategy

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

Instructions:

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

County: Union County Service: Jail

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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.)

Table with 2 columns: Local Government or Authority, Funding Method. Rows include Union County Commission (General Fund) and Towns County Commission (General Fund).

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:

Table with 3 columns: Agreement Name, Contracting Parties, Effective and Ending Dates. Row: Service Delivery Strategy, Union County Commission and Towns County Commission, 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 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:

Union County Service Delivery Strategy

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 Physician Assistant. A licensed professional providing healthcare services as outlined in Federal and State Regulations.

II. EMPLOYMENT AS INDEPENDENT CONTRACTOR.

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. DUTIES AND OBLIGATIONS OF AGENCY.

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, licenser, 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.
- 5.3 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.
- 5.4 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. MISCELLANEOUS.

6.1 **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 **Term: Termination.** 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 **Conflict of Interest.** 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:

CAREGIVER

JOHN FANO-SCHULTZE P.A.-C
231 HWY 515 - SUITE 5
BLAIRSVILLE, GA 30512

JAIL

TOWNS-UNION JAIL
2305 TRACKROCK GAP RD.
BLAIRSVILLE GA 30512

or to such other address and to the attention of such other person(s) or officer(s) as either party may designate 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 **Waiver of Breach.** 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

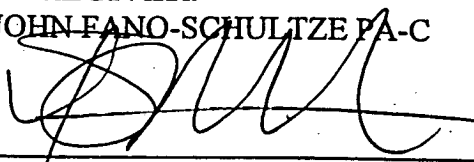
party's employees, or any similar cause beyond the reasonable control of either party.

- 6.13 **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.
- 6.15 **Effect of Invalidity.** Should any part of this Agreement, for any reason, be 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.

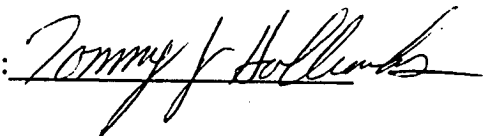
CAREGIVER:
JOHN FANO-SCHULTZE PA-C

By: 

Attest:

By: 

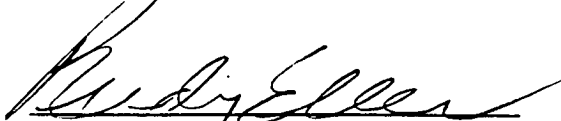
Witness:

By: 

SHERIFF OF UNION COUNTY


DAVID ATKINS

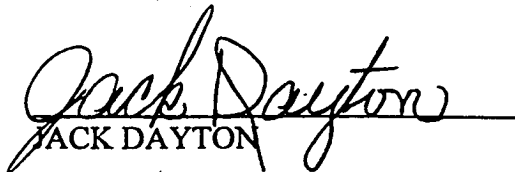
SHERIFF OF TOWNS COUNTY


RUDY ELLER

COMMISSIONER OF UNION COUNTY


HAROLD COOK

COMMISSIONER OF TOWNS COUNTY


JACK DAYTON



STATE OF GEORGIA

LEWIS A. MASSEY, SECRETAR OF STATE

**GEORGIA MEDICAL BOARD
PHYSICIANS ASSISTANT**

**LICENSE NO. 002808
JOHN F. ANO-SCHULTZE
2513 PAT. COLWELL ROAD
BLAIRSVILLE GA 30512**

EXP. DATE - 12/31/2000

NATIONAL COMMISSION
ON

CERTIFICATION OF PHYSICIAN ASSISTANTS, INC.

JOHN FAND-SCHULTZE

has met the requirements for certification and is entitled
to use the designations

PHYSICIAN ASSISTANT CERTIFIED PA-C

Certificate No.:

Expiration Date: 06/01/99

NO. 1406
NOCIPA
NO. 1406

[Signature]
Executive Vice President

PHYSICIAN ASSISTANT

This card is for identification purposes only and does not constitute proof
of certification. For verification, please contact NOCIPA.

Exhibit A

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

LIST OF DUTIES TO PERFORMED BY PA

1. TAKE VITAL SIGNS
2. BASIC EVALUATION OF PATIENT/INMATE THROUGH HEALTH QUESTIONNAIRE AND EXAM
3. EMPHASIS BASED ON PATIENTS PRIMARY COMPLAINT
4. TREATMENT OF MINOR INJURIES AS IS APPROPRIATE FOR THE SETTING
5. THE WRITING OF NEW PRESCRIPTIONS AND OR THE REFILL OF APPROPRIATE PREEXISTING PRESCRIPTIONS WILL BE DONE WITH THE PATIENT/INMATES HEALTH AS A PRIORITY AND CONSIDERATION ALSO GIVEN TO THE COST OF THE DRUG WITH THE AIM TO ACHIEVE THE MOST EFFECTIVE CARE AT THE MOST REASONABLE COST.
7. ALL PATIENTS/INMATES WILL HAVE A WRITTEN RECORD REFLECTING CONDITION AND PROGRESS

THE FOLLOWING TESTS TO BE ADMINISTERED AT TOWNS/UNION JAIL:

- UA (URINE) IN HOUSE
- CBC - BLOOD DRAWN IN HOUSE AND SENT TO CLINIC TO BE TESTED

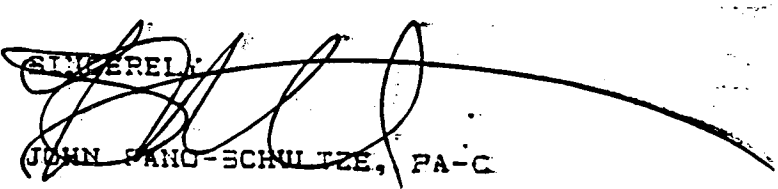
FURTHER TESTING AS NEEDED, HCFC OR ER AS APPROPRIATE

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

IF FURTHER TESTING IS NEEDED THIS TO BE DONE AT HCFC 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

SINCERELY,


JOHN PANO-SCHULTZE, PA-C



SERVICE DELIVERY STRATEGY
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: Jury

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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: General Fund

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 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: (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? Yes No If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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

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: Juvenile Court

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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, Towns, White and Lumpkin County Commissions
Funding Method: General Funds of each County, State funds and grants

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 Intergovernmental Agreement
Contracting Parties: Union, Towns, White and Lumpkin County Commissions
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 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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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

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 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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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, UC Development Authority, Joint Development Authority, Ga. Mtn. RDC, UC Planning Board
Funding Method: General Fund and User Fees

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 Commission, City of Blairsville
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: (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? Yes O no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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.



**SERVICE DELIVERY STRATEGY
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: Law Enforcement

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)

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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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.)

<u>Local Government or Authority:</u>	<u>Funding Method:</u>
Union County Commission	County General Fund
City of Blairsville	City General Fund

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:

<u>Agreement Name:</u>	<u>Contracting Parties:</u>	<u>Effective and Ending Dates:</u>
Service Delivery Strategy	Union County Commission City of Blairsville	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: 8-31-99

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

Union County Service Delivery Strategy

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.

-1- TF

**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.

- 1) The White County Commissioner's Office shall serve as the applicant and recipient of funding on behalf of the participating units of government.
- 2) 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.
- 3) 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	\$ 14,997.63
Dawson County Commissioner/Sheriff's Office	\$ 14,997.63
Lumpkin County Commissioner/Sheriff's Office	\$ 14,997.63
Union County Commissioner/Sheriff's Office	\$ 14,997.63
Gilmer County Commissioner/Sheriff's Office	\$ 14,997.63
Fannin County Commissioner/Sheriff's Office	\$ 14,997.63
Pickens County Commissioner/Sheriff's Office	\$ 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.

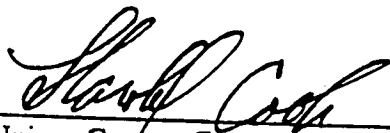
The break down of accrued assets applies to drug task force initiated cases. Asset division in cases not initiated by the drug task force, but in which the drug task force has participated, will be determined by the District Attorney.

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.

- 5) 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.
- 6) 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 than 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
- 8) 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.
 - 11) 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

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: Library

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? ()yes (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.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, Union County School Board, City of Blairsville
Funding Method: County General Funds, School Board Funds, City of Blairsville Funds, State and Federal Funds and Grants, and Donations

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 Commission, City of Blairsville
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: (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? yes no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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

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: Magistrate Court

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? () yes (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.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 Funding Method: General Fund

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

Union County Service Delivery Strategy

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**

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:** Mental Health

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 and Towns Counties share a jail)

2. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund, User Fees, 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 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 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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: 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 unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) City of Blairsville
Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? () yes (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.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: City of Blairsville

Funding Method: City General Fund

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 Commission City of Blairsville

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: (706) 745-9655 Date completed: 6-30-99

8. If the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? yes no

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

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Union County Service: Parks and Recreation

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund, User Fees, State Grants

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 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 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 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:

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Probate Court

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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: General Fund

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

Union County Service Delivery Strategy

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.



**SERVICE DELIVERY STRATEGY
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: Public Health

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 and Towns Counties share a jail)

2. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund, User Fees, 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 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 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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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.



**SERVICE DELIVERY STRATEGY
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: Road Maintenance/Construction

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 for road work in the unincorporated areas; City of Blairsville provides for roadwork within the city limits)

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 (See 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
City of Blairsville

Funding Method:

County General Fund, SPLOST, State DOT Funds
City General Fund, LARP 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 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 Commission
City of Blairsville

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: (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? yes no

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

Union County Service Delivery Strategy

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, SPI.OST 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.



**SERVICE DELIVERY STRATEGY
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: Senior Services

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

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

2. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund, State and Federal Grants, and Donations

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 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 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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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 Senior Center operation of: congregate meals, home-delivered meals, transportation, outreach, 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 Union County.

The Union County Commission agrees to pay ~~\$54,583.00~~ of the local share for Peak Services, Inc. programs offered through the Senior Center in Union County for the Fiscal Year 1999 budget.

Approved: Shel Cook

Date: 6/19/98

(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.



SERVICE DELIVERY STRATEGY
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: Sewer

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.) City of Blairsville. See attached map for the area serviced.

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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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: City of Blairsville Funding Method: User Fees

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 Commission City of Blairsville 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: (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? yes no
If no, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Social Services

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

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

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

Funding Method:

Union County Commission
Union County Development Authority

County General Fund, 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:

Contracting Parties:

Effective and Ending Dates:

Service Delivery Strategy

Union County Commission

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 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:

Union County Service Delivery Strategy

Social Services

Social Services are provided countywide by the Union County Family and Children Services. This agency is a part of the Georgia 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.



SERVICE DELIVERY STRATEGY
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 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.) USDA Soil Conservation 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.)

2. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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 Fund 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 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: (706) 745-9655 Date completed: 6-30-99

8. Is 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:

Union County Service Delivery Strategy

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

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.

UNITED STATES DEPARTMENT
OF AGRICULTURE - NATURAL
RESOURCES CONSERVATION SERVICE.

UNION COUNTY
COMMISSIONER

BY: Barbara B. Fletcher, acting

BY: [Signature]

TITLE: State Conservationist

TITLE: Sole Commissioner

DATE: 10-1-98

DATE: 9/9/98



SERVICE DELIVERY STRATEGY
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: Solid Waste Management

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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: General Fund and Tipping Fees

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 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 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 whether proposed local government projects are consistent with the service delivery strategy? Yes O no

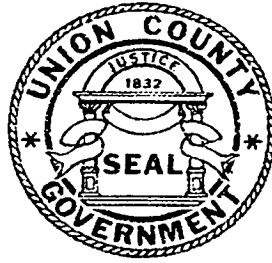
If not, provide designated contact person(s) and phone number(s) below:

Union County Service Delivery Strategy

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. There will be no price modification for the duration of the contract, and at no time will the price exceed Thirty Two Dollars, and Ninety Five Cents per ton, with the exception of Item 7 of the 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 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.

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

Dated this Fourth day of March, 1998,

Union County Sole/Commissioner

Contractor: *Jerry D. Proctor*

BY: *Harold Cook*

Title: Co-owner AWS

Recommended By: Don Terry/Purchasing Agent

Attested By: *[Signature]*

Attested By: *Yalonde Tolbert*
Yalonde Tolbert/County Clerk

MY COMMISSION EXPIRES SEPT. 3, 2000

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 with the shown, noted, described, specified and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the full 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 agreement 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. of Fannin County, Blue Ridge, Ga.

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

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

WHEREAS, Attachment B of the contract proposal bid sheet shall include the revised bid price, and is to be included, and incorporated into this contract as a part of the overall price proposal. The changes are as follows; The bid price has been changed to 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. .

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 perform all the work and labor for said purpose. The project being more particularly described as follows: Waste Removal and Disposal at the Union County Transfer, and Recycle Station, located at 1 Deep South Farm Rd., in Blairsville, 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 are in file in the office of Union County Commissioner and which said specifications are hereby made a part of this agreement 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 increase, or decrease, 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. There will be no price modification for the duration of 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 MADE 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 entire satisfaction of the County. The decision of the County Commissioner upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

(6) It is mutually agreed that the Contractor shall warranty all work done as a part of this contract agreement.

(7) The Contract period will be from March 21, 1998 Through December 31, 2001, with One (1) optional additional year 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

By: *Shirley Cook*
Sole/Commissioner

Recommended: _____
Purchasing Agent

Date: 2/4/98

Witness for County: *Wanda Sylvest*
County Clerk

County Seal

Executed on behalf of the
CONTRACTOR

the Fourth day of March, 1998

By: *Sheryl D. Proctor*
Contractor

Witness for Contractor: *[Signature]*

MY COMMISSION EXPIRES SEPT. 3, 2000

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. All 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
2. 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.
11. 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.

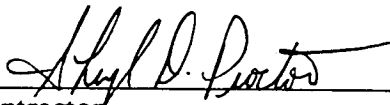
You are hereby notified to commence WORK in accordance with the AGREEMENT dated March 4, 1998, on or March 21, 1998.



Union County Sole/Commissioner

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.



Contractor

this the Fourth day of March, 1998

BY: Sheryl D. Proctor

Title: Co-owner

Employer Identification Number: _____

COST PHASE OF PROPOSAL

Union County has approximately Thirty (30) Tons of waste to be removed by contractor per day

Bidder's Response See Below Per Ton

- A. 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 4 hr. response time during normal working hours, Monday through Friday 7:30 a.m. to 5:00 p.m. All haul requests called in after 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 area.

- A. Cost of Special Waste Disposal.....\$ 32.00 per Ton
- B. Cost of Special Waste Hauling from Union County....\$200.00 per Ton



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Union County Service: Superior Court

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
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. 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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: General Fund

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

Union County Service Delivery Strategy

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.



SERVICE DELIVERY STRATEGY
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: Tax Assessment

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.
Service will be provided only in the unincorporated portion of the county by a single service provider.
One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas.
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

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

Funding Method: General Fund

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 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 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 whether proposed local government projects are consistent with the service delivery strategy? Yes No

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

Union County Service Delivery Strategy

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**

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: 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 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 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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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.)

<u>Local Government or Authority:</u>	<u>Funding Method:</u>
Union County Commission	County General Fund
City of Blairsville	City General Fund

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:

<u>Agreement Name:</u>	<u>Contracting Parties:</u>	<u>Effective and Ending Dates:</u>
Service Delivery Strategy	Union County Commission City of Blairsville	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 whether proposed local government projects are consistent with the service delivery strategy? yes no
If not, provide designated contact person(s) and phone number(s) below:

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**

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

The City of Blairsville provides waste water treatment for its sewer system.

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 (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

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

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:
City of Blairsville

Funding Method:
User Fees

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 Commission
City of Blairsville

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

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

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: Water Services

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

- Service will be provided countywide...
Service will be provided only in the unincorporated portion...
One or more cities will provide this service only within their incorporated boundaries...
One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas...
Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? ()yes (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.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: City of Blairsville, Coosa Water Authority, Notla Water Authority, City of Young Harris

Funding Method: User Fees

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 Commission, Cities of Blairsville and Young Harris 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? Coosa and Notla Water Authorities were created by state law and agreements were entered into with the Cities of Blairsville and Young Harris to provide water services to the designated areas.

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 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:

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 Blairsville 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:

1. Prior to initiating the development of water and sewer services in extraterritorial boundaries, the local government proposing the new service will notify the adjacent government of the proposed new service by providing information on location of property, size of area, and existing/proposed land use associated with the property.
2. Within 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.
- 4. In the event the respective jurisdictions seek mediation, the governments will agree on a mediator, mediation schedule and determine participants in the mediation. Any costs associated with the mediation will be shared pro rata by the county and the 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: 10/7/99

ATTEST:

Blonde Reese
County Clerk

Harold Cook
Harold Cook, Sole Commissioner, Union Co.

Janie Kelly
City Clerk

Doris Colwell
Doris Colwell, Mayor, City of Blairsville

County Clerk

Jack Dayton
Jack Dayton, Sole Commissioner, Towns Co.

Sherry Janard
City Clerk

Carliss Sampson
Carliss Sampson, Mayor, Young Harris



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

Instructions:

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

County: Union

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

None

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

- amendments to existing comprehensive plans
- adoption of a joint comprehensive plan
- other measures (amend zoning ordinances, add environmental regulations, etc.)

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

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

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

Under an agreement between Union County and the City of Blairsville for "Dispute Resolution Process" effective July 1, 1998, prior notification of annexation activities will be given to the County by the City providing full information on the proposed land use or zoning classification and area to be annexed. The County will respond to the City within 15 working days of its agreement or objection to the proposal. In the event of disagreement between the City and County, the dispute will go through the agreed upon mediation process.

4. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

Union County provides land and water 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. Expansion of water and sewer services and land use modifications must comply with these Resolutions, Ordinance, and Comprehensive Plan.

5. Person completing form: Sylvia Turnage

Phone number: (706) 745-9655 Date completed: 6-30-99

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

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

**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,¹ 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)², 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.³
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.

¹Cities should not validate a petition for annexation or annexation dispute resolution process.

²As defined in O.C.G.A. 36-36-11(b)

³At this point, it is important to notify the property owner(s) of the status of his annexation request.


Post-it® Fax Note	7671	Date	6/30/98	# of pages	4
To	Ben Hulsey	From	UNION COUNTY		
Co./Dept.		Co.	ELIZABETH		
Phone #		Phone #	745-9655		
Fax #	1-70538-2625	Fax #	745-1311		

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.

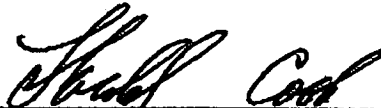
6. If the city and county reach agreement as described in step 3(a) or as a result of the mediation, they will draft an annexation agreement for execution by the city and county governments and the property owner(s) within 15 working days from the date of the agreement.

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.

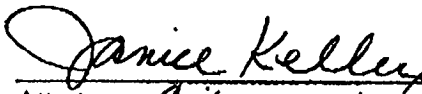
This annexation dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.



Attest County Clerk



Harold Cook
Union County Commissioner



Attest City Clerk



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.

UPDATED SERVICE DELIVERY STRATEGY FOR Blairsville/Union COUNTY

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.

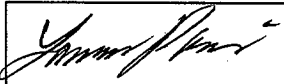
If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

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:
	Lamar Paris	Commissioner	Union County	2/20/04

N - 2007 - 05

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:

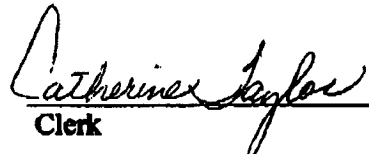
The Service Delivery Strategy for the City of Blairsville and Union County, dated September 30, 1999, is hereby reconfirmed by the Union County Commissioner with a finding that no changes are needed or requested.

APPROVED, THIS THE 26th DAY OF FEBRUARY, 2004

ATTEST:



Commissioner



Clerk

FEB 23 2004

RECEIVED

FEB 23 2004

BY: _____



**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 COUNTY

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.

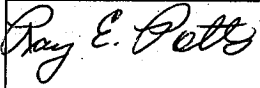
If Option A is selected, only this form, signed by the appropriate local government representatives must be provided to DCA.

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. POTTS	MAYOR	City of Blairsville	2-20-04

FEB 23 2004

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 3rd DAY OF FEBRUARY, 2004

ATTEST:

Ray Potts
Mayor

Prince E. Kelley
Clerk



SERVICE DELIVERY STRATEGY CERTIFICATIONS

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

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)); and
5. 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: <small>(Please print or type)</small>	TITLE:	JURISDICTION:	DATE:
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	Harold Cook	Sole Comm.	Union Co.	9/30/99
	Doris Colwell	Mayor	City of Blairsville	9-30-99
	Carlless Sampson	Mayor	City of Young Harris	9-30-99
	Jack Dayton	Sole Comm.	Towns Co.	9-30-99

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

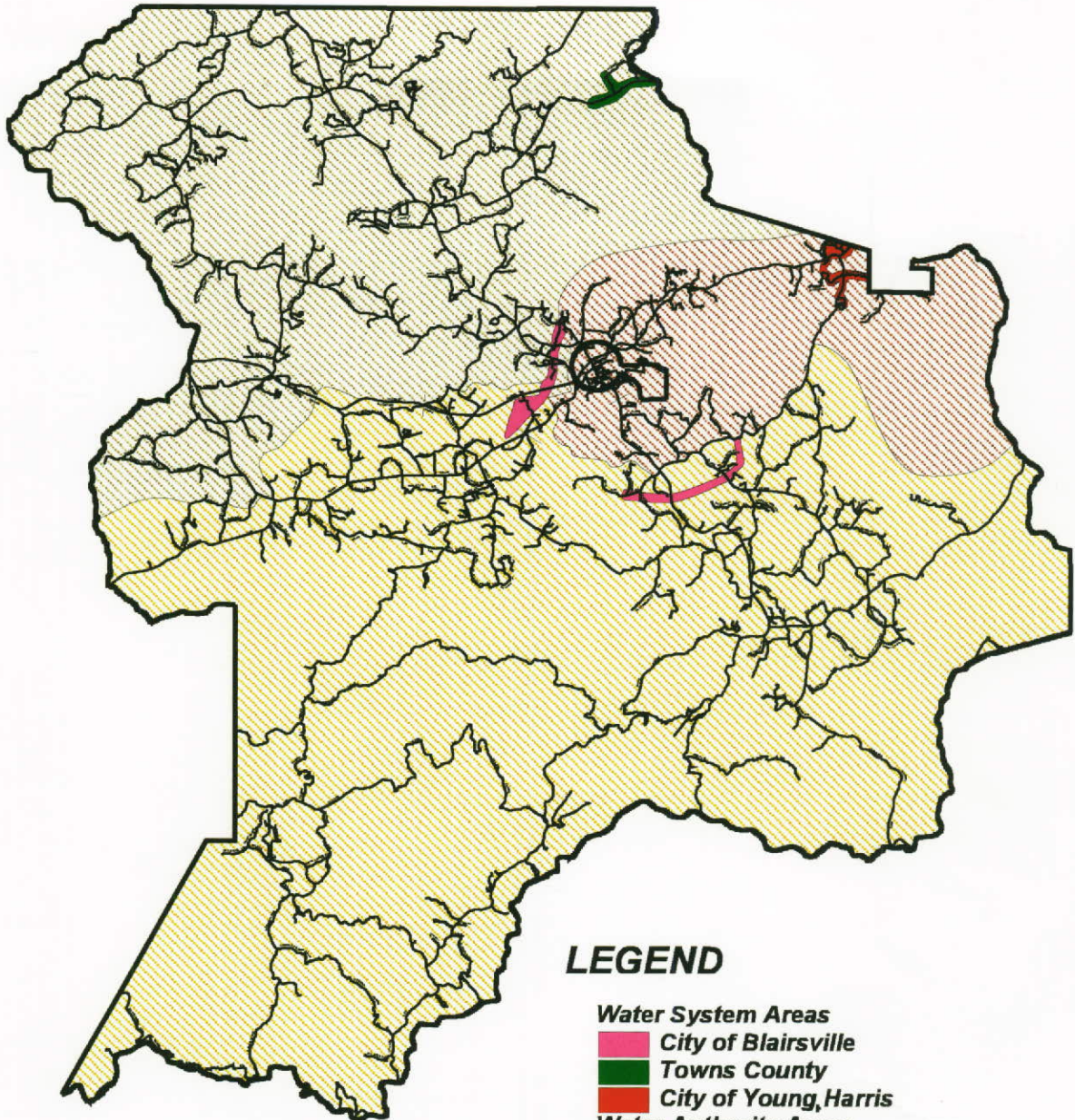


**Union County and Blairsville
HB489
Sewer Service Area**

LEGEND

 Blairsville Sewer Service Area





LEGEND


Water System Areas

 *City of Blairsville*

 *Towns County*

 *City of Young Harris*

Water Authority Areas

 *City of Blairsville*

 *Coosa Water Authority*

 *Notla Water Authority*

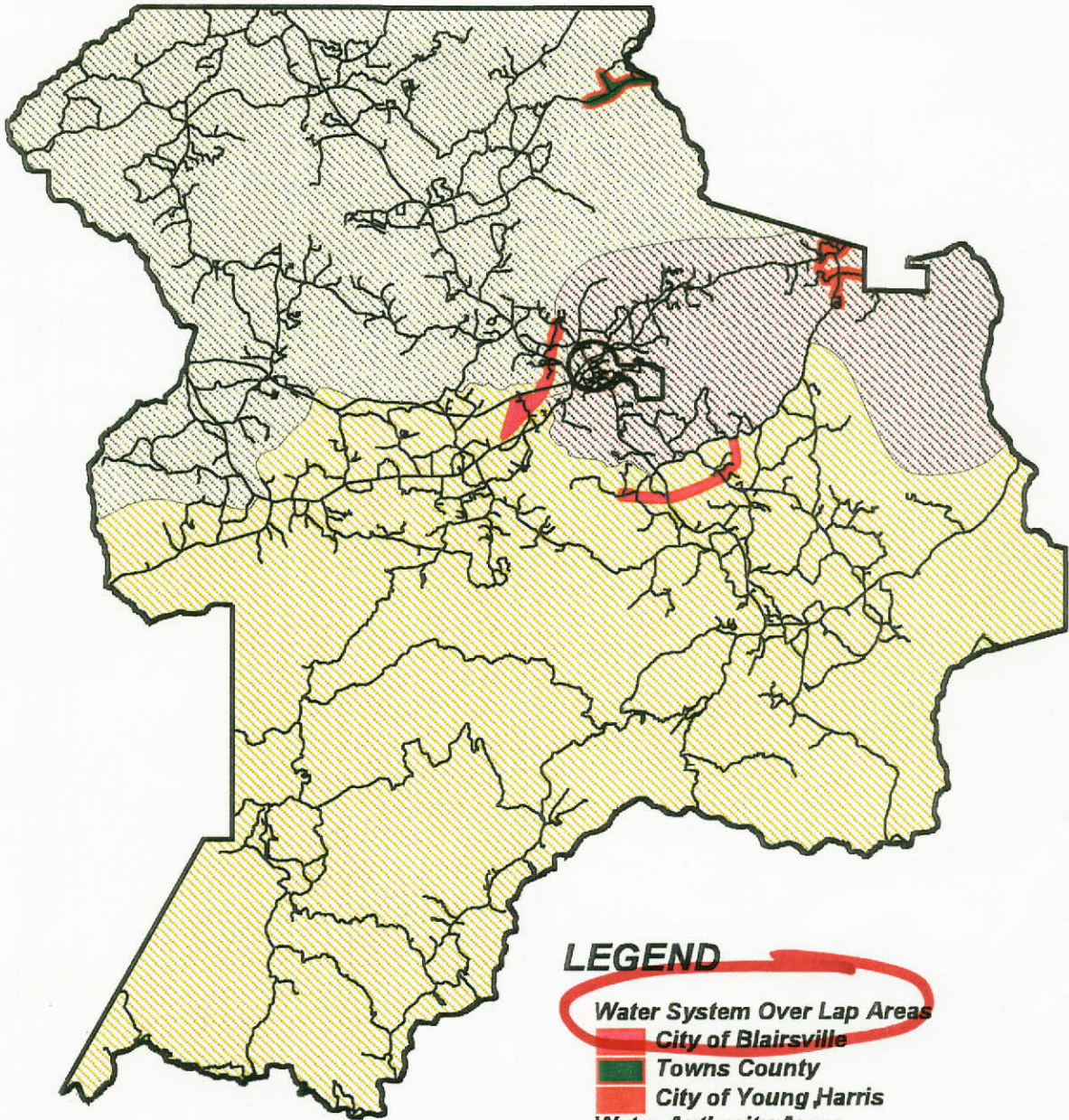
Union County, Georgia

HB 489

Water Service Delivery Areas



Map Produced By: Georgia Mountains RDC



SEE
REVISED
MAP

LEGEND

- Water System Over Lap Areas
- City of Blairsville
- Towns County
- City of Young Harris
- Water Authority Areas**
- City of Blairsville
- Coosa Water Authority
- Notla Water Authority

Union County, Georgia

**HB 489
Water Service Delivery Areas**

