



GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR _____

COUNTY _____

PAGE 1

I. GENERAL INSTRUCTIONS:

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

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Dougherty County (County)
City of Albany (City)

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.

1. AIRPORT
2. ALBANY-DOUGHERTY DRUG UNIT
3. ANIMAL CONTROL
4. E-911
5. ECONOMIC DEVELOPMENT COMMISSION
6. EMERGENCY MANAGEMENT SERVICE
7. EMERGENCY MEDICAL SERVICE
8. FACILITIES MANAGEMENT SERVICE
9. FIRE PROTECTION
10. DEPARTMENT OF INFORMATION TECHNOLOGY
11. JAIL SERVICE

12. Keep Albany-Dougherty Beautiful Commission
13. Library Service
14. Occupation Tax, Assessments, and License Collection
15. Planning and Development Service
16. Police Service
17. Procurement
18. Recreation
19. Sewer Service
20. Solid Waste Service -- Disposal and Collection
21. Storm Drainage
22. Tax Collection
23. Traffic Engineering
24. Transportation
25. Water Service
26. Water and Sewer Rates



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: 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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
City	General Fund / Enterprise Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

1. AIRPORT

The City has the sole responsibility of operating and funding airport operations. The City receives all revenues from airport operations and owns all real property.

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended
Joint Resolution and Ordinance	City and County	current

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

2. ALBANY-DOUGHERTY DRUG UNIT

This is a joint service under Joint County Resolution No. 05-024 and City Ordinance No. 05-R161.

A RESOLUTION

Co - 05 - 024

ENTITLED *City 05-R161*

**A JOINT RESOLUTION OF THE CITY OF
ALBANY, GEORGIA AND DOUGHERTY
COUNTY, GEORGIA AUTHORIZING
EXECUTION OF A MEMORANDUM OF
UNDERSTANDING RE THE ALBANY-
DOUGHERTY DRUG UNIT; REPEALING
PRIOR RESOLUTIONS IN CONFLICT AND
FOR OTHER PURPOSES.**

WHEREAS, it is in the best interests of the City of Albany and Dougherty County, Georgia to update their Memorandum of Understanding re the Albany Dougherty Drug Unit.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Albany, Georgia and Dougherty County, Georgia and it is hereby resolved by authority of same as follows:

SECTION 1. The Chairman and Clerk of the Dougherty County Commission are authorized to execute the attached Memorandum of Understanding in the name of and on behalf of Dougherty County, Georgia and to affix the seal of the County thereto.

SECTION 2. The Mayor and City Clerk are authorized to execute the attached Memorandum of Understanding in the name of and on behalf of the City of Albany, Georgia and to affix the seal of the City thereto.

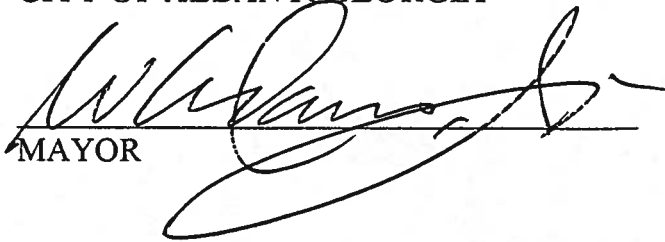
SECTION 3. The Albany Dougherty Drug Unit is requested to provide the City Clerk and County Clerk with a quarterly report describing any expenditures of what are known as seized funds.

SECTION 4. This Agreement shall be effective this date and shall be subject to

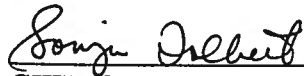
automatic renewal on each anniversary date of this Agreement, provided, either party may terminate this Agreement without any further obligation hereunder by providing the other party with sixty days written notice.

SECTION 5. All resolutions, or parts of resolutions, in conflict herewith are repealed.

CITY OF ALBANY, GEORGIA


MAYOR

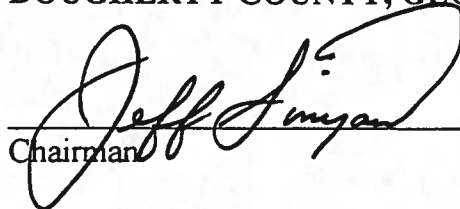
ATTEST:


CITY CLERK

Adopted: *July 26, 2005*

Introduced By Commissioner: Howard
Date(s) read: 7-26-05

DOUGHERTY COUNTY, GEORGIA


Chairman

ATTEST:


COUNTY CLERK

Adopted: *August 8, 2005*

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF ALBANY
AND
DOUGHERTY COUNTY, GEORGIA**

This MEMORANDUM OF UNDERSTANDING is entered into this 8th day of August, 2005, by and between the CITY OF ALBANY ("City") and DOUGHERTY COUNTY, GEORGIA ("County").

RECITALS

WHEREAS, the City and County have as a primary mission the furtherance of public safety; and

WHEREAS, the City and County have adopted the concept of a single drug unit combining the drug units of the Dougherty County Sheriff, Dougherty County Police Department and City of Albany, all as set forth in City Resolution #88-R175 and County Resolution #88-055.

NOW THEREFORE, the City and County wish to update their respective understanding with regard to their rules and responsibility as follows:

1. County shall:
 - (a) Provide twelve (12) personnel.
 - (b) Provide all pay and benefits for such individuals.
2. City shall:
 - (a) Provide twelve (12) personnel.
 - (b) Provide all pay and benefits for such individuals.
3. The Dougherty County District Attorney's office shall provide an assistant district attorney to work exclusively with the drug unit. The District Attorney's office is solely responsible for all pay and benefits.
4. The Commander of the unit shall be hired by and work at the pleasure of the Policy and Review Board. The Board shall be responsible for setting the salary and benefits as well as perquisite(s) of employment. Dougherty County shall act as employer and provide all pay and benefits with the City reimbursing the County for one-half (1/2) of pay and benefits.
5. As to their respective employees, County and City shall be responsible for compliance with all federal, state and local regulations.

6. All operational expenses shall be evenly divided between the City and County and this figure shall be approved by the Policy and Review Board no later than April 1 of each year. Any expenses beyond this approved figure must be paid out of seized funds. Operational expenses includes supplies, uniforms, utilities, equipment (and related maintenance), travel, purchase and capital items associated with 700 Pine Avenue, as well as maintenance of 700 Pine Avenue.
7. This memorandum is limited in scope to the above items. Approval of this memorandum does not override the parties' resolutions. The items in the resolutions not mentioned herein, such as the provision that all cash/property seized once liquidated will be shared equally, are still in force and effect.

WHEREFORE, the signatures evidence their respective understandings as set forth above in this Memorandum of Understanding.

CITY OF ALBANY

By: 

Its: Mayor

(SEAL)

DOUGHERTY COUNTY, GEORGIA

By: 

Its: Chairman

(SEAL)

Approved by City Attorney


C. Nathan Davis

Approved by County Attorney


W. Spencer Lee, IV



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS **PAGE 2**

Instructions:

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

County: Dougherty **Service:** Animal Control

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

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	Special Tax District
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

3. ANIMAL CONTROL

The City provides animal control services to city residents, and the County provides animal control services to the residents in the unincorporated area.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: E-911 Services

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

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	User Fees
City	User Fees

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

4. E-911 SERVICES

The City provides E-911 services countywide, funded through monthly fees authorized by both City and County Commissions on telephone services provided to residents.

A JOINT RESOLUTION
ENTITLED

98-035 Co.
98-R233 City

A RESOLUTION IMPOSING A FEE ON WIRELESS
TELECOMMUNICATION CONNECTIONS FOR
ENHANCED 911 SERVICES WITHIN DOUGHERTY
COUNTY, GEORGIA; REPEALING PRIOR RESOLU-
TIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Albany, Georgia and Dougherty County, Georgia presently operate an emergency 911 system; and

WHEREAS, Part 4 of Article 2 of Chapter 5 of Title 46 of the Official Code of Georgia Annotated, as amended by Act No. 881, Georgia Laws 1998, authorizes local governments to impose a wireless enhanced 911 charge upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of the local government; and

WHEREAS, such charges may be imposed at a rate of up to \$1.00 per month per wireless connection; and

WHEREAS, such charges may be imposed by a local government that operates or contracts for the operation of an emergency 911 system which is capable of providing automatic number identification of wireless telecommunications connections and the location of the base station or cell site; and

WHEREAS, a public hearing was held on the question of imposing a wireless enhanced 911 charge in the City of Albany and Dougherty County, Georgia on September 21, 1998.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Albany, Georgia and the Board of Commissioners of Dougherty County, Georgia that a wireless enhanced 911 charge be imposed upon each wireless telecommunications connection subscribed by the subscribers whose billing address is within the jurisdiction of Dougherty County, Georgia at the rate of \$1.00 per month per wireless connection provided to each telephone subscribed.

BE IT FURTHER RESOLVED that said wireless charge shall be imposed on the first day of March 1999.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to each wireless service supplier providing service in Dougherty County, Georgia.

BE IT FURTHER RESOLVED that all resolutions or parts of resolution in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

Bill Barrett
CHAIRMAN

ATTEST:

Barbara Russell
CLERK
ADOPTED: 10-05-98

CITY OF ALBANY

[Signature]
MAYOR

ATTEST:

Aue Whiddon
CLERK
ADOPTED: 9-22-98

A RESOLUTION
ENTITLED

43-019

A RESOLUTION ESTABLISHING A TELEPHONE
SUBSCRIBER FEE IN THE AMOUNT OF \$1.00
TO FINANCE THE CONSTRUCTION AND OPERA-
TION OF A COMPUTER-AIDED DISPATCH
ENHANCED EMERGENCY TELEPHONE NUMBER
911 SERVICE; REPEALING PRIOR RESOLU-
TIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Act No. 890, adopted by the General Assembly of Georgia at its 1990 Session, Georgia Laws 1990, pp. 179, et seq., and as authorized by Resolution No. 90-R154, adopted August 18, 1990, a public hearing was held, as required by said state statute, on the implementation and financing, and establishing a fee to cover the cost thereof, of a computer-aided dispatch system for the Enhanced Emergency Telephone Number 911 service;

WHEREAS, this Board of Commissioners has determined it to be in the public interest to establish such a system and to finance the same as provided by said state statute;

NOW, THEREFORE, BE IT RESOLVED by the Dougherty County Board of Commissioners and it is hereby resolved by authority of same:

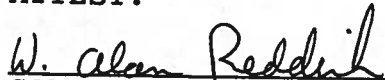
SECTION I: Immediately upon the adoption of this resolution, a fee of One Dollar (\$1.00) is fixed and established to be paid by each telephone subscriber in Dougherty County, Georgia, the proceeds of said fee to be used for the construction and maintenance of a computer-aided dispatch system for the Enhanced Emergency Telephone Number 911 service in Dougherty County. Said fee shall be in lieu of the other fees heretofore established for the construction and operation of the system, and all such prior fees are hereby repealed and rescinded.

SECTION II: All resolutions or parts of resolutions in conflict herewith are repealed.



CHAIRMAN

ATTEST:



COUNTY ADMINISTRATOR
ADOPTED: June 21, 1993

90-081

A RESOLUTION
ENTITLED
A RESOLUTION ESTABLISHING A TELEPHONE
SUBSCRIBER FEE NOT TO EXCEED \$.50 TO
FINANCE THE INSTALLATION AND OPERATION
OF AN ENHANCED EMERGENCY TELEPHONE
NUMBER 911 SERVICE; REPEALING PRIOR
RESOLUTIONS IN CONFLICT; AND, FOR OTHER PURPOSES.

WHEREAS, Act No. 1477 of the 1988 Session of the General Assembly of Georgia, effective April 14, 1988 (Georgia Laws 1988, p. 1984 et seq.), enacted O.C.G.A. Section 46-5-133 authorizing maintenance of enhanced emergency telephone number 911 systems in counties, and authorizing the cost of such system to be passed on to consumers of telephone service under certain conditions; and

WHEREAS, said Act and said Code Section provide that it shall not be implemented until a majority of the voters residing in the political subdivision who vote in an election called for such purpose shall vote to authorize its implementation; and

WHEREAS, this Board of Commissioners has determined that it is in the public interest that an enhanced emergency telephone number 911 system be implemented in Dougherty County, Georgia, and has called a special election to submit that question to the voters; and

WHEREAS, a referendum authorizing the implementation of an enhanced emergency 911 system was approved on November 8, 1988 by a majority of the voters;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Dougherty County, Georgia, and it is hereby ordained by the authority of same that:

SECTION I: Immediately upon the effective date of this resolution, a fee not to exceed fifty cents (\$.50) is fixed and established to be paid by each telephone subscriber in Dougherty County, Georgia, the proceeds of said fee to be used for the installation and operation of an Enhanced Emergency Telephone Number "911" service in Dougherty County.

SECTION II: The funds collected pursuant to this resolution shall be kept in a separate fund to be known as the Emergency Telephone System Fund, and shall be used only for the purposes enumerated in O.C.G.A. 46-5-134(e).

SECTION III: The Finance Director of Dougherty County, Georgia shall immediately notify the service supplier of the passage of this resolution.

SECTION IV: The "911" maintenance fee which has been heretofore imposed and collected shall continue to be imposed and collected until the effective date of this resolution, whereupon collection of said previous fees shall be discontinued, and the fee provided in this resolution shall be collected.

SECTION V: The effective date of this resolution shall be December 1, 1990.

SECTION VI: All resolutions or parts of resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA



CHAIRMAN

ATTEST:

W. Alan Reddick
COUNTY ADMINISTRATOR
ADOPTED: 11/05/90



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2

Instructions:

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

County: Dougherty Service: Economic Development Commission

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.): Economic Development Commission

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended
Joint Resolution	City and County	current

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

5. ECONOMIC DEVELOPMENT COMMISSION

The City and County contribute equally to the operation of the Economic Development Commission.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: Emergency Management Services

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

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended
Joint Resolution and Ordinance	City and County	current

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

6. EMERGENCY MANAGEMENT SERVICES

The City will provide Emergency Management Services countywide as per joint County Resolution No. 92-012 and City Ordinance No. 92-111. These services will be provided through the Albany Fire Department. The cost of the operation of this service, minus any state or federal grants, will continue to be divided equally between the City and the County in their General Funds.

92-012 Co.
92-111 City

A JOINT RESOLUTION AND ORDINANCE
ENTITLED
A RESOLUTION OF DOUGHERTY COUNTY, GEORGIA,
AND AN ORDINANCE OF THE CITY OF ALBANY,
GEORGIA, ESTABLISHING EMERGENCY MANAGEMENT
OPERATIONS; REPEALING PRIOR RESOLUTIONS
AND ORDINANCES IN CONFLICT; AND FOR OTHER
PURPOSES.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia, and it is hereby resolved by authority of same and being ordained by the Board of Commissioners of the City of Albany, Georgia, and it is hereby ordained by authority of same:

SECTION 1. As used in this resolution and ordinance, the term "Emergency Management" shall mean the preparation for and the carrying out of all emergency and disaster functions other than those functions for which military forces or state and federal agencies are primarily responsible, to prevent, minimize, and repair injury and damage resulting from emergencies or disasters, or the imminent threat thereof, of man-made or natural origin. These functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, protection against the effects of radiological, chemical and other special weapons, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, plant protection, shelter, temporary restoration of public utility services, and other functions related to

civilian population, together with all other activities necessary or incidental to total emergency and disaster preparedness for carrying out the foregoing functions.

SECTION 2. It is the desire and intent of the governing officials of the City of Albany, Georgia, and Dougherty County, Georgia, that the City of Albany, Georgia, be a part of the Dougherty County Emergency Management Agency. The Chairman, Board of Commissioners of Dougherty County, Georgia, with concurrence of the Mayor of the City of Albany, Georgia, shall nominate for appointment, by the Governor, the Chief of the Albany Fire and Emergency Services Department as Emergency Management Director for the entire county. When appointed, the Emergency Management Director, in conjunction with the Emergency Management Coordinator, are charged with the following duties:

(1) To represent the governing officials of the City and County on matters pertaining to emergency management;

(2) To assist City and County officials in organizing City and County departments for emergency operations;

(3) To develop, in conjunction with City and County departments, the Dougherty County Plan for emergency functions set forth in Section 1. of this ordinance and resolution. Such plan will be in consonance with the Georgia Natural Disaster Operations Plan and Nuclear Emergency Operations Plan, and shall be submitted to the governing officials of Dougherty County, Georgia and the City of Albany, Georgia, therein for approval, and thence to the Georgia Emergency Management Agency for approval;

(4) To maintain the Emergency Management Agency and carry out the day-to-day administration of the Dougherty County Emergency Management Program, including the submission of required reports, to the Georgia Emergency Management Agency;

(5) To submit reports as required by governing officials in keeping with good management practices, e.g., financial, daily activity, etc.;

(6) To obtain, with the authority of governing officials, a facility to be used as the Dougherty County Emergency Operating Center; and

(7) To coordinate the activities of the Dougherty County Emergency Operating Center staff during periods of an emergency, and under the supervision of Dougherty County governing officials.

SECTION 3. The Dougherty County Emergency Management Agency shall be established around existing city and county departments and the emergency functions described in Section 1. above are assigned as follows:

<u>DEPARTMENT/AGENCY</u>	<u>FUNCTIONS</u> *
1. Mayor, Chairman, Board of Commissioners of Dougherty County, Georgia	Direction and control
2. Police Department Sheriff's Office	Communications and warning - police ser- vices - evacuation
3. Emergency Management Agency	Public information State military support Training - Preliminary damage assessment and reporting - Public property assistance - Attack preparedness - Specific hazards

- 4. Fire DepartmentSearch, rescue and recovery - Fire services - Hazardous materials - Radiological protection
- 5. Public WorksEngineering - Petroleum and solid fuel services - Utilities
- 6. School SuperintendentTransportation Services - Food services
- 7. Health DepartmentHealth and medical services
- 8. Clerk's OfficeAdministrative services - Resource management
- 9. Department of Family & Children ServicesSocial services - Shelter and temporary housing

(* As appropriate to the local organization, these functions can be assigned to existing departments or may be separate. Functions should be assigned consistent with the local Emergency Operations Plan.)

Heads of City departments listed above are responsible for assisting County department heads in developing appropriate annexes to the local Emergency Operations Plan (EOP) for their assigned emergency functions. Such annexes will be submitted to the Emergency Management Coordinator for inclusion in the local EOP for submission to appropriate local officials for approval.

SECTION 4. In the event of a man-made or natural disaster, actual enemy attack upon the United States, or any other emergency which may affect the lives and property of the citizens of the City of Albany, Georgia, the Mayor of the City of Albany, Georgia, separately, or jointly with the Chairman, Board of Commissioners of

Dougherty County, Georgia, or in their absences the County Administrator and the City Manager, may determine that an emergency or disaster exists and thereafter shall have and may exercise for such period as such emergency or disaster exists or continues, the following powers:

(1) To enforce all rules, laws and regulations relating to emergency management, and to assume direct operational control over all emergency management resources;

(2) To seize, or take for temporary use, any private property for the protection of the public;

(3) To sell, lend, give or distribute all or any such property or supplies among the inhabitants of the county and to maintain a strict accounting of property or supplies distributed and for funds received for such property or supplies; and

(4) To perform and exercise such other functions and duties, and take such emergency actions as may be necessary to promote and secure the safety, protection and well-being of the inhabitants of the county.

SECTION 5. All persons, other than officers and employees of the City of Albany, Georgia, performing emergency functions pursuant to this resolution and ordinance, shall serve with or without compensation. While engaged in such emergency functions, duly assigned volunteers shall have the same immunities as City and County officers and employees.

SECTION 6. Any person violating any provision of this resolution or ordinance, or any rule, order, or regulation made pursuant to this resolution or ordinance, shall, upon conviction thereof, be

punishable for committing a misdemeanor.

SECTION 7. This resolution and ordinance shall be construed liberally in order to effectuate its purpose.

SECTION 8. This resolution and ordinance are effective immediately and where the provisions of this resolution and ordinance are in conflict with existing local laws, the provisions of this resolution and ordinance will govern, and such provisions of existing laws which are in conflict are hereby rescinded.


SECTION 9. All resolutions or parts of resolutions and ordinances or parts of ordinances in conflict herewith are repealed.

A copy of this emergency management resolution and ordinance will be attached to and become a part of the Dougherty County Emergency Management Resolution.



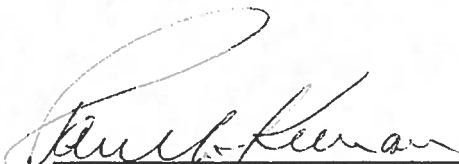
CHAIRMAN

ATTEST:



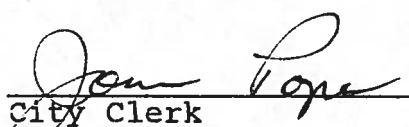
County Administrator

Adopted: 4/20/92



MAYOR

ATTEST:



City Clerk

Adopted: 3/10/92



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: Emergency Medical 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.): County

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund / User Fees

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

7. EMERGENCY MEDICAL SERVICES

The County provides Emergency Medical Services countywide.



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS **PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page I, Section III. Use exactly the same service names listed on page I. 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: Dougherty **Service:** Facilities Management

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

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

8. FACILITIES MANAGEMENT

The County's Department of Facilities Management is responsible for providing maintenance, janitorial service, and utilities for all buildings jointly occupied by the City and County. The costs of these services are pro-rated based on square footage of occupied space and common areas. Cost of services will be evaluated annually to reflect prior year audited figures.

Capital expenditures will be shared based on the percentage of usage, as described above, by the City and County. The County, when possible, will provide advance notice to the City of upcoming capital expenditures so that they can be budgeted. The County Administrator and City Manager will annually review with the Facilities Management Director the Capital Improvement Program for the next six years.

The County Administrator and the City Manager will establish operational rules and usage of jointly occupied facilities as needed.

Any requested services provided by County to the buildings owned solely by the City will be billed on a direct cost basis.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty 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. (If this box is checked, identify the government, authority or organization providing the service.): City

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	Special Tax District Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended
Joint Agreement	City and County	

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

--

7. Person completing form: Richard Crowdis, County Administrator

Phone number: 229-431-2121 Date completed: 6/28/06

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:

9. FIRE PROTECTION

The County contracts with the City for fire protection services in the unincorporated area as per attached agreement.

STATE OF GEORGIA

COUNTY OF DOUGHERTY

This Agreement made and entered into this 20th day of June, 2006,
by and between the CITY OF ALBANY, GEORGIA (hereinafter referred to as "City"),
and DOUGHERTY COUNTY, GEORGIA (hereinafter referred to as "County"):

WITNESSETH:

City and County have heretofore had certain agreements pertaining to the
furnishing of fire protection by the City of Albany to certain areas within the confines of
Dougherty County, Georgia and outside the incorporated limits of the City of Albany,
and

City and County are now desirous of entering into a new contract which defines
their respective responsibilities with regard to fire protection within the confines of
Dougherty County, Georgia and outside incorporated limits of the City of Albany.

IT IS, THEREFORE, AGREED as follows:

1.

This contract shall commence on the 1st day of July, 2006 and shall continue for a
term of five (5) years, and shall terminate on June 30, 2011, provided the contract is not
renewed for a successive term of five (5) years under the terms and conditions later stated
in this contract.

2.

The City shall use and employ its fire fighting personnel and equipment for the
purpose of affording fire protection within the County of Dougherty and outside the

incorporated limits of the City of Albany in the same manner as provided to persons and properties within the City of Albany.

3.

As consideration for this contract, County will pay to City the sum of Two Million One Hundred Sixty-eight Thousand dollars and no cents (\$2,168,000) per year in equal monthly installments commencing July 1, 2006 through September 30, 2006. Commencing October 1, 2006 the County will pay to the City the sum of Two Million Four Hundred Twenty-eight Thousand Six Hundred dollars and no cents (\$2,428,600) per year in equal monthly installments. The initial payment is based upon a pro-rata share of the City's Fire Department operating budget being committed to staffing and operating four fire stations located in the unincorporated area. The pro-rata cost for the County for the initial year of this contract is determined by the ratio of fire fighters assigned to all stations within the Department.

The annual payment commencing July 1, 2006 and ending June 30, 2011, shall be subject to an annual increase pursuant to the Consumer Price Index for South Urban Consumers, All Items (1982-84=100) issued by the U.S. Department of Labor for the previous twelve (12) months ending December 31.

This contract is subject to a renewal term of five (5) years upon written approval by the City and County thirty (30) days prior to expiration. The annual payments for the second or renewal term of five (5) years of this contract shall be a continuation of the annual CPI adjustments.

4.

The County agrees to be responsible for the continued maintenance of major building components of the four existing County fire stations along with the replacement of any vehicles used to equip said stations. Major building components shall include, but not be limited to, the roof, heating and air-conditioning system, plumbing, electrical, appliances, lighting fixtures and other structural components subject only to ordinary wear and tear. The City of Albany will be responsible for utilizing its personnel and equipment, other than vehicles, to fully operate County fire stations.

The County agrees to be responsible for the construction, capital costs, maintenance, and firefighting apparatus of any additional fire stations within the unincorporated County. The number, type and specifications of all equipment shall be such as mutually agreed upon by County and City.

In the event a new fire station is to be constructed, the same pro-rata formula in paragraph 3 will determine the amount of additional expense to be paid by the County.

IN WITNESS THEREOF, the City and County have, by and through its legally constituted officers, executed the foregoing contract in the corporate name and under the corporate seal of the City of Albany, Georgia, and Dougherty County, Georgia, on the day and year first above written.

THE CITY OF ALBANY, GEORGIA

BY: 
MAYOR

ATTEST:


CITY CLERK

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By:


CHAIRMAN

ATTEST:


COUNTY CLERK



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: Information Technology

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

10. INFORMATION TECHNOLOGY DEPARTMENT

The City's Department of Information Technology is responsible for providing support to all elements of both the City and County governments. The cost of this support is prorated based on the number of CPU's defined in the Microsoft Enterprise Agreement. No indirect costs will be used in the calculation.

The Department of Information Technology equipment and services will ensure the department is equipped with sufficient hardware to support both governments. Hardware other than common hardware will be purchased by the separate governments.

All purchases of information technology equipment and services will be coordinated through the Department of Information Technology, to insure feasibility, and compatibility with the current network standards. Budgeted cost (to be agreed upon by the City Manager and County Administrator) of operating the IT Department will be prorated between the two government bodies (City and County). Outside agencies requesting use of the network will be sponsored by either of these government agencies and will only be accepted as users of the system if the management of the City and/or County governments is benefited by such use and the use by such agencies is approved by the Computer Committee.

It is agreed that all authorized customers of the Computer Center be given an equal opportunity for computer use, and the priorities be set based on schedule requests from users and available resources. Scheduled work will have a priority over unscheduled work; however, emergency or unforeseeable and unexpected work will be scheduled, and priority will be established by Department of Information Technology Director and the customer requesting the work. If a scheduling resolution cannot be reached between the Department of Information Technology Director, the departments involved, and the appropriate General Manager (City/County), the conflict will be resolved by the Computer Committee.

It is further agreed that, because the Department of Information Technology is being funded by both City and County governments, the Computer Committee will be made up of equal representation of each government. Representation will consist of:

The City Manager

The County Administrator

Six County appointees (to be appointed by the County Administrator)

Six City appointees (to be appointed by the City Manager)

The Department of Information Technology Director will act as the coordinator of the Computer Committee and will sit as a non-voting member. It is further agreed that because of the mutual sharing of the cost of the operation, neither government will deny the use or discontinue their support of this operation without two full fiscal year's notice of such action.

It is further agreed that the Department of Information Technology Director and his/her staff will be under the administrative control of the City, specifically the City Manager's Office. Operational control will rest with the Computer Committee. All work of non-routine nature, all requests for new applications, and capital purchases will be approved by the Computer Committee.

It is agreed that all equity gained in any equipment or other purchases become the joint ownership of City and County, and if disposed of will either be applied to the purchase of other shared equipment or be divided on a 50/50 basis based on shared costs or as agreed when the equipment was purchased.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty **Service:** Jail Services

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

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

11. JAIL SERVICES

Jail operations are provided by the County. The City contracts with County to house prisoners for the City. The City pays an amount for each prisoner based on a cost study conducted every two years by an outside consultant.

A RESOLUTION ENTITLED *99-R189*

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBANY AND THE DOUGHERTY COUNTY JAIL FACILITY; REPEALING PRIOR RESOLUTIONS IN CONFLICT AND FOR OTHER PURPOSES.

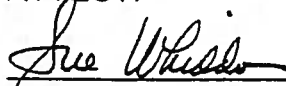
BE IT RESOLVED by the Board of Commissioners of the City of Albany, Georgia and it is hereby resolved by authority of same:

SECTION 1. The Intergovernmental Agreement between the City of Albany and the Dougherty County Jail Facility to incarcerate certain persons arrested for violation of crimes and ordinances of the City of Albany is approved, and the Mayor, or in the absence of the Mayor, the Mayor Pro Tem and the City Clerk are authorized and directed to execute the same in the name of and on behalf of the City of Albany and to affix the seal of the City thereto. A copy of said Intergovernmental Agreement is attached hereto and incorporated herein by reference as fully as if set forth verbatim.

SECTION 2. All resolutions, or parts of resolutions, in conflict herewith are repealed.


MAYOR

ATTEST:



CITY CLERK

Adopted: *July 13, 1999*

99-041

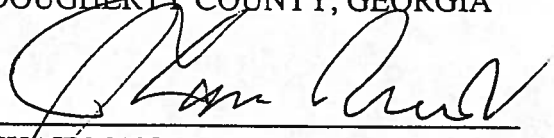
A RESOLUTION
ENTITLED
A RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF ALBANY
AND THE DOUGHERTY COUNTY JAIL FACILITY;
REPEALING PRIOR RESOLUTIONS IN CONFLICT;
AND FOR OTHER PURPOSES.

BE IT RESOLVED by the Board of Commissioners of Dougherty County,
Georgia, and IT IS HEREBY RESOLVED by authority of same:

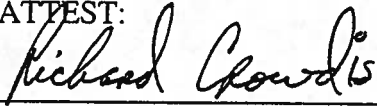
SECTION I: That the Intergovernmental Agreement between the Dougherty
County Jail Facility and the City of Albany to incarcerate certain persons arrested for
violation of crimes and ordinances of the City of Albany is approved. The Chairman and
the County Administrator are authorized and directed to execute the same in the name of
and on behalf of the Board of Commissioners of Dougherty County, Georgia, and to affix
the seal of Dougherty County thereto. A copy of said Intergovernmental Agreement is
attached hereto and incorporated herein by reference as fully as if set forth verbatim.

SECTION II: That all resolutions or parts of resolutions in conflict herewith are
repealed.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA



CHAIRMAN

ATTEST:


COUNTY ADMINISTRATOR
ADOPTED: August 9, 1999

INTERGOVERNMENTAL AGREEMENT FOR JAIL SERVICES

State of Georgia
County of Dougherty

This contract, made and entered into the 2nd day of August 1999, by the Albany Police Department, hereinafter called the "A.P.D." and the Dougherty County Jail Facility, hereinafter called the "D.C.J.F.", witnesseth:

Whereas, the D.C.J.F. is a detention facility for the incarceration of both pre-trial detainees and convicted inmates. The operation of the jail facility is a governmental function controlled, operated and staffed by the Sheriff within the budgetary allowance provided by Dougherty County; and

Whereas, the A.P.D. has a need for incarcerating certain persons arrested for violation of crimes and ordinances of said city while awaiting trial and to house those persons convicted of offenses triable before the Municipal Court for which sentences of imprisonment may be lawfully imposed;

Now therefore, in consideration of the mutual benefit flowing to the parties under this agreement, specifically acknowledged by the parties as being fair, equitable and sufficient to support the terms and provisions thereof, the parties do hereby agree as follows:

1. TERMS OF THE CONTRACT- The effective date of this contract shall coincide with the execution of this agreement. Thereafter, this contract shall be in full force and effect until terminated by one of the parties. The A.P.D. may terminate this contract at anytime by giving the D.C.J.F. thirty (30) days notice. The D.C.J.F. may terminate this contract by giving the A.P.D. one hundred eighty (180) days notice prior thereto.

2. CITY PRISONERS TO BE CONFINED- The D.C.J.F. shall receive and accept for confinement such arrestees who are delivered to the D.C.J.F. by City Police Officers to be incarcerated for such times as may be directed by the Albany Chief of Police, the Judge of the Albany Municipal Court, or other authorized personnel of the Albany Police Department; In connection with the services herein provided, D.C.J.F. shall, at a minimum; (A) Complete an arrest/booking report, prisoner's personal inventory and all other reports presently in use at the Dougherty County Sheriff's Office or by the City of Albany Police Department, for each city prisoners; (B) Take and develop, as part of the booking process, a well-focused photograph of each city prisoner; and (C) Fingerprint each city prisoner. It shall be the duty of the A.P.D. to furnish the D.C.J.F. with accurate copies of all citations, accusations, arrest warrants, bench warrants, sentences, and other Municipal Court Orders relating to the detention of any city inmate. The D.C.J.F. shall furnish daily to the A.P.D. a timely copy of any written or computer generated arrest/booking reports, and a monthly summary of arrest/booking activities involving city prisoners. The A.P.D. shall remain responsible for scheduling first appearances and probable hearings on its pre-trial detainees in a timely manner; provided, the D.C.J.F. shall make available, at the detention facility, an appropriate room for the conduct of such hearings.

3. RELEASE OF CITY PRISONERS- The D.C.J.F. is hereby authorized to release any city arrestee whose continued confinement would constitute a violation of Law or of the Constitutions of the United States or State of Georgia. The D.C.J.F. retains the right to refuse any inmate as defined in #2 (City Prisoner To Be Confined) for good cause.

4. CARE OF CITY PRISONERS- The D.C.J.F. shall exercise due care and diligence in providing for the physical care and maintenance of all city prisoners place in his custody, in accordance with the such established standards as promulgated by caselaw or statute. The D.C.J.F. shall provide routine medical care and health assessment as is available to other prisoners by medical staff personnel and shall provide such emergency medical care and treatment, including transportation, as needed for city prisoners. The D.C.J.F. will continue to provide medical care for city prisoners provided they are eligible for medical care under the Phoebe Putney Memorial Hospital Indigent Medical Care Program. Otherwise, the A.P.D. shall schedule and pay all medical expenses above the normal medical care treated by the detention facility's Medical Department. The A.P.D. shall remain responsible for transporting its prisoners, including pre-trial detainees, to and from the detention facility for court and other lawful purposes.

5. COST OF HOUSING CITY PRISONERS- The A.P.D. shall reimburse the D.C.J.F. for the expenses of housing, feeding and maintaining the city arrestees at the per diem rate per inmate, based upon the formula or computational example attached hereto as Exhibit "A". A review of the per diem rate will be done to coincide with the Dougherty County fiscal year every other year beginning June 2000 and will be submitted to the A.P.D. every other July 1st. Said per diem shall be calculated using a computer generated monthly statement of each inmate and calculated number of days. A day will start at midnight and run to 2400 hours. The admission of a Protective Custody inmate will be treated as any other city inmate with the exception of the per diem rate. These expenses will be charged at \$15.00 a day. A booking fee of \$15.00 will be charged, instead of a full day per diem charge, if an inmate is booked and released within a four (4) hour period. Upon submission of a statement or invoice from the D.C.J.F. to the A.P.D., calculating the payment due, the A.P.D. shall pay the per diem charge monthly and within thirty (30) days of receipt of said statement or invoice.

6. INDEMNITY OF DOUGHERTY COUNTY AND THE SHERIFF BY THE CITY OF ALBANY, GA. & THE A.P.D.- The City of Albany, GA. and the A.P.D. shall indemnify and hold harmless Dougherty County, the Sheriff of Dougherty County and the D.C.J.F. from any and all claims, damages or expenses (including legal expenses incurred in defending lawsuits and habeas corpus petitions) arising out of or relating to the arrest and imprisonment of any person charged with violations of State Law and City Ordinances and booked and detained in the county jail pursuant to this agreement, except the City shall not be liable for any claims, damages or expenses that may arise due to acts or omissions of any agent or employee of the Sheriff's Office and the D.C.J.F. arising from the detention of such person or the terms and conditions thereof. The Sheriff and the D.C.J.F. shall indemnify and hold harmless the A.P.D., its officers and employees from any and all claims, damages and expenses, including legal expenses in defending actions, arising out of the detention of persons pursuant to this agreement for which the Sheriff and/or the D.C.J.F. may be liable.

7. NEGOTIATING AGENTS- The Dougherty County Sheriff and the Chief of Police are hereby designated as the negotiating agents for their respective agencies concerning the allocation for expenses arising under this contract. This agreement constitutes an intergovernmental agreement between the A.P.D. and the D.C.J.F. This writing contains all terms and conditions and represents the entire agreement between the parties superceding all prior negotiations, understandings or oral agreements. Any amendments to this agreement shall be in writing, duly executed by all parties or their respective successors in office.

Dougherty County Board of Commission

By: [Signature]
Chairman

Attest: Richard Counts
County Administrator

City Commission of the City of Albany

By: [Signature]
Mayor

Attest: Sue White
City Clerk

Sheriff of Dougherty, Georgia

By: [Signature]
Sheriff

Attest: Marie Smith
Witness

City of Albany Police, Georgia

By: [Signature]
Chief

Attest: Sonja Talbot
Witness

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	County Solid Waste Enterprise Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended
Joint Resolution and Ordinance	City and County	09/08/87 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

12. KEEP ALBANY-DOUGHERTY BEAUTIFUL COMMISSION

This Commission was created for the purpose of assisting the City and County in establishing community-wide policies for the purpose of decreasing the amount of loose refuse in the City and County, and for the purpose of educating, promoting, and establishing beautification programs.

The duties of the Commission are to promote public interest in the general improvement of the environment of the City and County; to initiate, plan, direct, and coordinate programs for litter control for the community on a sustainable basis; to implement and maintain the Clean Community System; and to study, investigate, and develop plans for improving the health, sanitation, safety and cleanliness of the City and County by beautifying the streets, highways, alleys, river and stream banks, lots, yard and other similar places; to aid in the prevention of fires, diseases, and other casualties by the removal and elimination of trash and other debris from the streets, highways, alleys, lots, yards, plots, and other similar places; to encourage the placing, planting, and/or preservation of trees, flowers, plants, shrubbery and other objects or ornamentation; to protect song birds and other wild fowl; to advise and recommend plans to other agencies of the City and County for the beautification of the city and county and otherwise to promote public interest in the general improvement of the environment of the City and County; provided, however, that nothing herein shall be construed to abridge or change the powers and duties of other commissions, departments, boards, and like agencies of the City and County.

In order to perform the foregoing duties, the Commission shall have the following authority:

1. To adopt by-laws to facilitate the attainment of its purpose and functions;
2. To initiate, plan, direct and coordinate community-wide efforts to achieve its goal;
3. To solicit and accept donations and appropriations of money, services, products, property and facilities for expenditure and use by the Commission for the accomplishment of its objectives;
4. To employ, to pay, and to terminate the employment of such staff as may be required for the fulfillment of Commission purposes; and
5. To make recommendations to City and County governing bodies as well as to the private sector regarding measures which it deems necessary to accomplish its objectives.

The Commission shall consist of not more than twenty-six members who shall be residents of City or County, and who will serve without remuneration. Eleven of said members shall be appointed by the Board of Commissioners of the City of Albany and eleven members shall be appointed by the Board of Commissioners of Dougherty County. The Keep Albany-Dougherty Beautiful Commission shall recommend members for appointment to the respective commissions.

All funding for the operations of Keep Albany Dougherty Beautiful shall be paid from the County Solid Waste Enterprise Fund. Both City and County provide in-kind services.

(City)
87-173

(County)
87-034

A JOINT ORDINANCE AND RESOLUTION
ENTITLED

AN ORDINANCE AND RESOLUTION OF THE CITY OF ALBANY AND DOUGHERTY COUNTY, GEORGIA TO PROVIDE FOR THE ESTABLISHMENT OF A CLEAN COMMUNITY COMMISSION FOR THE CITY OF ALBANY AND DOUGHERTY COUNTY, GEORGIA; TO PROVIDE FOR THE DUTIES OF SAID COMMISSION; TO DESIGNATE THE POWERS OF SAID COMMISSION; THE APPOINTMENT OF MEMBERS THEREOF, THEIR TERMS OF OFFICE AND THEIR REPLACEMENT; TO PROVIDE FOR ELECTION OF OFFICERS; TO PROVIDE FOR THE MANAGEMENT OF FUNDS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Board of Commissioners of The City of Albany and RESOLVED by the Board of Commissioners of Dougherty County, and it is hereby ordained and resolved by authority of the same as follows:

SECTION I.

That a Clean Community Commission is hereby created for the purpose of assisting The City of Albany and County of Dougherty in establishing community-wide policies for the purpose of decreasing the amount of loose refuse in said City and County and for the purpose of promoting and establishing beautification programs for said City and County.

SECTION II.

The name of the Clean Community Commission shall be Albany-Dougherty Clean Community Commission.

SECTION III.

The duties of said Commission shall be to promote public interest in the general improvement of the environment of the City of Albany and the County of Dougherty, to initiate, plan, direct and coordinate programs for litter control for the community on a sustainable basis, to implement and maintain the Clean Community System, and to study, investigate and develop plans for improving the health, sanitation, safety and cleanliness of the City of Albany and the County of Dougherty by beautifying the streets, highways, alleys, river and stream banks, lots, yards and other similar places in the said City and County; to aid in the prevention of fires, diseases and other casualties by the removal and elimination of trash and other debris from the streets, highways, alleys, lots, yards, plots and other similar places; to encourage the placing, planting and/or preservation of trees, flowers, plants, shrubbery and other objects or ornamentation in said City and County; to protect song birds and other wild fowl; to advise and recommend plans to other agencies of the City and County for the beautification of said City and County and otherwise to promote public interest in the general improvement of the environment of the City of Albany and the County of Dougherty; provided, however, that nothing herein shall be construed to abridge or change the powers and duties of other commissions, departments, boards and like agencies of the City of Albany and the County of Dougherty.

SECTION IV.

In order to perform the foregoing duties, the Commission shall have the following authority:

1. To adopt by-laws to facilitate the attainment of its purpose and functions;
2. To initiate, plan, direct and coordinate community-wide efforts to achieve its goal;
3. To solicit and accept donations and appropriations of money, services, products, property and facilities for expenditure and use by the Commission for the accomplishment of its objectives;
4. To employ, to pay and to terminate the employment of such staff as may be required for the fulfillment of Commission purposes; and
5. To make recommendations to City and County governing bodies as well as to the private sector regarding measures which it deems necessary to accomplish its objectives.

SECTION V.

The Commission shall consist of not more than twenty-six members who shall be residents of Albany or Dougherty County and who shall serve without remuneration. Eleven of said members shall be appointed by the Board of Commissioners of the City of Albany and eleven members shall be appointed by the Board of Commissioners of Dougherty County.

In addition to the appointed members of the Commission, the City Manager and Superintendent of Solid Waste of the City of Albany and the County Administrator and Director of Public Works of the County of Dougherty shall serve as non-voting ex-officio members of the Commission and shall be counted a part of the twenty-six Commission membership.

SECTION VI.

The terms of office of the members of the Commission shall generally be for three years each, provided that as to the eleven initial members selected by the City of Albany, the terms of three of the eleven will expire on the last day of December, 1988; the terms of four of the eleven members will expire on the last day of December, 1989; and the terms of four of the eleven members will expire on the last day of December 1990; provided that as to the eleven initial members selected by the County of Dougherty, the terms of three of the eleven members will expire on the last day of December 1988; the terms of four of the eleven members will expire on the last day of December, 1989; and the terms of four of the eleven members will expire on the last day of December, 1990. Thereafter, the terms of all members shall be for a period of three years each. Members whose terms have expired shall continue as members until their successors shall have been appointed. The appropriate governing authority shall fill each vacancy from a list of two names submitted by the Commission.

SECTION VII.

The Commission shall elect from its membership, a chairman and such other officers as may be desired. Officers shall be elected on a calendar year basis for a term of two years but may be re-elected for succeeding terms.

SECTION VIII.

The Commission shall have the power to receive and disburse funds within the limitations of appropriations, gifts and grants which have been previously approved jointly by said City and said County, and in connection with projects or undertakings previously approved under the terms of Section III. Within the same limitation, the Commission shall be empowered to contract with any private or public agency to the extent required for its proper operation and to create and contract with not-for-profit corporations. The Commission shall keep such records as will enable it to make such reports and accounts as from time to time are requested by the City and/or County and the same shall be subject to verification and examination by auditors of the City and/or County.

Any project or undertaking begun by the Commission shall be terminated at any time upon the decision of either the Board of Commissioners of Dougherty County or the Board of Commissioners of the City of Albany that the continuance thereof is not in the public interest.

SECTION IX.

All of the members of the Commission shall serve without pay.

SECTION X.

This joint ordinance and resolution shall become effective upon its adoption.

CITY OF ALBANY, GEORGIA

BY: Tom Lang Bay
Mayor - Board of Commissioners
of The City of Albany

ATTEST:

Joann Pope
Clerk - City of Albany, Georgia

Adopted: September 8, 1987

DOUGHERTY COUNTY, GEORGIA

BY: Del O Smith
Chairman - Board of Commis-
sioners of Dougherty County

ATTEST:

W. Alan Reddish
County Administrator - Dougherty
County, Georgia

Adopted: 9/8/87



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: Library 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.): County

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund / State Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

13. LIBRARY SERVICES

The County provides library services countywide.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

Make copies of this form and complete one for each service listed on page I, Section III. Use exactly the same service names listed on page I. 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: Dougherty Service: Occupation Tax, Assessments, and License 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.): City

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	User Fees
City	General Fund/ User Fees

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

14. OCCUPATION TAX, ASSESSMENTS, AND LICENSE COLLECTION

The City, through its Treasurer's Office, will be responsible for the collection of all Occupation Taxes, Alcohol Beverage Licenses, and Assessments in the unincorporated area of County, as well as the enforcement of the County's Occupation Tax Resolution. In consideration for this service, the City shall retain the administrative fees charged as part of the County's Occupation Tax Resolution.

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	Special Tax District Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

15. PLANNING AND DEVELOPMENT SERVICES

There has been previously created a Planning and Development Services Department within the City, which has the following duties and responsibilities:

1. Provide staff and administrative services to the Albany Dougherty Planning Commission, the City, and County.
2. Enforce all building, land use, life safety, and other codes as directed by the Board of Commissioners of the City of Albany and the Board of Commissioners of Dougherty County, Georgia.
3. Provide Comprehensive Planning Services to the City and County.
4. Provide Code Enforcement Services to the City and County.
5. Provide and maintain current complete set of tax maps for County.

The operating and capital costs of the Planning and Development Services Department, minus all State and Federal Grants, shall be shared by the City and County with the City's share of 73% and the County's share of 27%. This percentage shall be reviewed every three years using audited figures. No indirect costs will be used in the calculation. All fees for permits and applications for work performed within the corporate limits of the City shall be remitted to the City. All fees for permits and applications for work performed outside the city limits shall be remitted to the County. County will provide for the cost of one GIS technician.

A JOINT RESOLUTION AND ORDINANCE
ENTITLED

97-022

AN ORDINANCE OF THE CITY OF ALBANY AND A
RESOLUTION OF DOUGHERTY COUNTY ABOLISHING THE
ALBANY-DOUGHERTY PLANNING COMMISSION AND
ESTABLISHING IN LIEU THEREOF, A NEW ALBANY-
DOUGHERTY PLANNING COMMISSION TO EXERCISE ALL
DUTIES, POWERS AND AUTHORITY AS ENUMERATED
HEREIN; REPEALING PRIOR RESOLUTIONS AND
ORDINANCES IN CONFLICT; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Board of Commissioners of the City of Albany, Georgia
and is hereby ordained by authority of same and be it resolved by the Board of
Commissioners of Dougherty County, Georgia, and is hereby resolved by authority of
same:

SECTION 1. Resolution Number 85-010 and Ordinance Number 85-167 as
amended by Resolution Number 86-029 and Ordinance Number 86-176 entitled a "Joint
Resolution and Ordinance abolishing the Albany Metropolitan Planning Commission, the
Albany Planning Commission and the Dougherty County Planning Commission and
establishing the Albany-Dougherty Planning Commission" are repealed.

SECTION 2. By joint Resolution and Ordinance, there is hereby established a
successor Albany-Dougherty Planning Commission [herein called "Commission"] to
succeed to the powers, duties, and responsibilities listed below of the former Albany-
Dougherty Planning Commission. All acts, decisions, and determinations heretofore made
by the Albany-Dougherty Planning Commission are hereby ratified and confirmed and shall
remain in force and effect until changed. Unfinished business of the Albany-Dougherty
Planning Commission, including any scheduled hearings or hearings in progress, shall be
assumed, continued and carried out by the newly established Albany-Dougherty Planning

Commission.

Membership.

The newly established Albany-Dougherty Planning Commission shall consist of ten (10) members, five (5) to be appointed to the commission by the governing authority of the City of Albany, and five (5) to be appointed to the commission by the governing authority of Dougherty County, Georgia. All of said members shall serve for terms of three (3) years and until their successors are appointed.

The members presently serving on the disestablished Albany-Dougherty Planning Commission shall continue to serve on the newly established Albany-Dougherty Planning Commission for the duration of their terms and are eligible for reappointment.

Compensation.

All members of the commission shall serve without compensation, but shall be reimbursed for actual expenses incurred in connection with their official duties.

Organization rules and officers.

The commission shall elect from its members a chairman and a vice-chairman, each to serve for a term of one (1) year and until a successor is elected. The commission shall meet at least once each month at the call of the chairman, and at such other times as the chairman or a majority of the members of the commission shall determine. The commission shall adopt rules and regulations for the conduct of its meetings and the transaction of its business, and shall keep records of its resolutions, motions, transactions, findings, determinations, and recommendations, which records shall be public records. In the performance of its duties, the commission may cooperate with, contract with, and accept funds from federal, state, local, public or semi-public agencies or private individuals or corporations, and may expend such funds and carry out cooperative undertakings and contracts with any of the same within its lawful powers.

The commission may designate an executive committee to be composed of the chairman, the vice chairman, and one (1) member elected annually by the commission, and may delegate to said committee such powers as the commission may see fit. Two (2) members of the executive committee shall constitute a quorum of the executive committee.

Powers, duties and responsibilities.

(a) It shall be the function and duty of the newly established Albany-Dougherty Planning Commission, subject to the direction and control of the respective governing authorities, to make surveys and studies of existing conditions and probable future developments and to prepare such plans for physical, social and economic growth as will best promote the public health, safety, morals, convenience, prosperity, general welfare, efficiency and economy in the development of the City of Albany and Dougherty County. In particular, the Albany-Dougherty Planning Commission shall have the power and duty, subject to the direction and control of the governing authorities, to:

- (1) Prepare a master plan or parts thereof for the development of the City of Albany and Dougherty County.
- (2) Prepare and recommend to the appropriate governing authorities for adoption amendments to or revisions of zoning ordinances and zoning maps for the City of Albany and Dougherty County.
- (3) Prepare and recommend to the respective governing authorities of the City of Albany and Dougherty County for adoption, regulations and amendments thereto for the subdivision of land within the political jurisdiction of the respective bodies to administer such regulations as may be adopted.
- (4) Prepare and recommend to the respective governing authorities of the City of Albany and Dougherty County for adoption of a plat or plats, or an official map, and amendments thereto, showing the exact location of the boundary lines of existing, proposed, extended, widened, or narrowed streets, public open spaces or public building sites, together with regulations to control the erection of buildings and other structures within such lines, within the City of Albany or Dougherty County or specified portions thereof.

(b) The function and responsibility of the Albany-Dougherty Planning Commission shall be advisory only.

(c) The Albany-Dougherty Planning Commission shall have such additional duties and responsibilities and shall perform such additional

functions and services as may be called for from time to time by the City of Albany and Dougherty County, or by either of them.

SECTION 3. There is hereby created a Planning and Development Services Department within the City of Albany which shall have the following duties and responsibilities:

- (1) Provide staff and administrative services to the Albany Dougherty Planning Commission, the City of Albany and Dougherty County.
- (2) Enforce all building, land use, life safety, and other codes as directed by the Board of Commissioners of the City of Albany and the Board of Commissioners of Dougherty County, Georgia.
- (3) Provide Comprehensive Planning Services to the City of Albany and Dougherty County.

The Department shall have all authorities and responsibilities of the existing Inspection Department and the Albany Dougherty Planning Commission.

The operating costs of the Planning and Development Services Department for the fiscal year beginning July 1, 1997 shall be based on current funding levels. For the fiscal year beginning July 1, 1998, and thereafter, the operating cost shall be shared as mutually agreed upon by the City and County. From and after July 1, 1997 all fees for permits and applications for work performed within the corporate limits of the City of Albany shall be remitted to the City, and all fees for permits and applications for work performed outside the corporate limits of the City of Albany shall be remitted to the county. All employees currently authorized by the Albany Dougherty Planning Commission and by the Inspection


Department shall be City employees and shall be entitled to all rights, privileges, and responsibilities thereof. The Planning and Development Services Department head shall be appointed jointly by the City Manager and the County Administrator.

SECTION 4. This Ordinance and Resolution shall be effective upon its adoption.

SECTION 5. All Ordinances and Resolutions, or parts of Ordinances and Resolutions, in conflict herewith are repealed.


MAYOR

ATTEST:


CITY CLERK

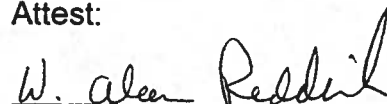
Adopted: 6-10-97

Board of Commissioners of
Dougherty County, Georgia

By: 

Chairman

Attest:


County Administrator

Adopted: June 16, 1997



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty **Service:** Police 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.):
County and City _____

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	Special tax District Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

16. POLICE SERVICES

The City provides police services through the Albany Police Department for the residents of the incorporated area. The County provides police services through the Dougherty County Police Department for residents of the unincorporated area.



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS **PAGE 2**

Instructions:

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

County: Dougherty **Service:** Procurement

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

17. PROCUREMENT

The City provides purchasing services to the County. The cost of such services shall be borne by the City and County on a percentage of usage bases. The percentage shall be determined by an average of dollars spent and purchase orders issued. Any purchase order that is not representative of normal spending will not be used in the calculation. The agreed upon percentage will be applied against the latest audit figures, excluding indirect costs, and will be re-evaluated every three years for an overall average.

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	Special Tax District Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

18. RECREATION

On June 30, 2004 the County provided the City with the required One Year Notice per the existing Service Delivery Agreement to eliminate its lump sum funding in order to allow the City time to develop and implement a User Fee System for the unincorporated residents participating in their Recreation programs. The City and County were not able to agree on verifiable participant and operational cost information. Consequently, a User Fee System was not developed. Effective July 1, 2004 in the absence of an approved User Fee System, the County is paying the City \$90,000 annually and maintaining the four parks in the unincorporated area.

The City and County jointly initiated and equally funded a Recreation Costs Study by the Carl Vinson Institute of Government. The first draft has been received and both staffs are in process of reviewing the information.

Following thorough review, analysis, and consensus, staffs will present a recommendation to the City and County Commissions for approval. Any new joint agreement will be forwarded to the Department of Community Affairs to officially amend the existing Service Delivery Strategy.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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County: Dougherty Service: Sewer 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. (If this box is checked, identify the government, authority or organization providing the service.): City

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	SPLIST for extensions
City	General Fund / User Fees / SPLIST for extensions

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

19. SEWER SERVICE

The City maintains and operates the sanitary sewerage system.

Sanitary sewerage system extensions may be initiated as follows:

1. By the County Commission on its own motion;
2. By the City Commission on its own motion; and
3. By a petition in writing signed by the parties owning 51% of the total lineal footage of the property abutting the proposed sewer extension. Such petition shall be presented to the City for extensions within the corporate limits of the City and such petition shall be presented to the County for extensions outside the corporate limits of the City, and the appropriate governing authority shall have the right to approve or reject such petition.

All petitions approved by the County shall be forthwith transmitted to the City. The City shall thereupon follow its standard procedure relative to construction and tabulation of the costs of such extension.

The County shall, by appropriate resolutions, provide for the constructions, appraisal, apportionment and assessments of all sewer extensions outside the corporate limits of the City and shall assess the costs thereof to the property owners and transmit all collections to the City by the 10th of each month. The County shall pay to the City, through assessments, the actual cost of extension projects, plus interest thereon.

Persons wishing to develop properties not served by sewer from the City system may petition the County Commission for participation in a shared cost agreement to provide service to said property. The County may enter into a shared cost agreement after determining the following requirements have been satisfied:

- a. The proposed development site is located within 10,000 linear feet of a functional City sanitary sewer truck line with sufficient capacity to serve the proposed development.
- b. Petitioners requesting a cost share agreement have established the ability to pay their share of the total construction cost by paying into an escrow account established by the County 50% of the total estimated construction cost or by establishing an irrevocable letter of credit payable to the County in the same amount.

- c. A cost/benefit analysis has been conducted to determine if the proposed project provides a return of cost to the County within a reasonable period of time, not to exceed ten (10) years. This analysis, conducted by the County, shall consider projected collection of ad valorem taxes and all fees that may be generated by the project.

Existing residential streets in the unincorporated area may petition the County for participation in a shared cost agreement for sewer service and the County may enter into said agreement after determining the following requirements have been satisfied.

- a. The proposed area to be served is configured in a manner that is cost effective to property owners of the County.
- b. Either 50% or more of the property owners or 50% or more of the front footage owners of the properties to be served petitioned the County for service and agreed to pay 50% of the total construction cost prorated by front footage to extend service from the closest City sewer trunk line with sufficient capacity.
- c. Property owners in the proposed service area who declined to petition the County for sewer service have been notified by certified mail that the County is considering a shared cost agreement and their property is subject to assessment by the County for their portion of the cost.
- d. The property owners in the service area, upon approval by the County, will be assessed their pro-rata share of 50% of the total cost of the project.

The County's participation in any single project shall not exceed 50% of the total construction cost or \$500,000, whichever is less. All other costs including tap and operational fees charged by the City shall be the responsibility of the petitioner.

The County shall notify the City of its intent to enter into a shared cost agreement with a petitioner prior to entering into said agreement. A cost estimate for extension of existing sewer lines to the proposed project and a verification of sufficient capacity shall be requested from the City. The City shall approve all engineering plans and inspect all construction of approved projects.

Construction, operation, and maintenance of sanitary sewerage systems shall be financed by user fees and charges. The County may use its credit and bonded indebtedness to obtain funds for extensions outside the corporate limits of the City.

The City and County will cooperate in applications for state and federal funds for construction and extension of sanitary sewerage systems.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: Solid Waste Services - disposal

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

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.): County

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County - disposal	User Fees paid to Solid Waste Enterprise Fund
City - collection	User Fees

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended
Joint Resolution and Ordinance	City and County	current

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

20. SOLID WASTE SERVICES – DISPOSAL AND COLLECTION

SOLID WASTE DISPOSAL. The Solid Waste Landfill is owned and operated by County as an Enterprise Fund. Under the terms of the attached Intergovernmental Agreement, the County is the disposal provider for all municipal solid waste generated in the county.

SOLID WASTE COLLECTION. City is the service provider for all municipal solid waste collected in the entire County as per the Intergovernmental Agreement attached hereto.

04-031

08/02/04

A RESOLUTION OF DOUGHERTY COUNTY, GEORGIA PROVIDING FOR THE MAKING OF CERTAIN FINDINGS; THE APPROVAL OF THE R. W. BECK LANDFILL EFFICIENCY STUDY AND FINANCIAL ANALYSIS; THE AUTHORIZATION OF AN INTERGOVERNMENTAL CONTRACT WITH THE CITY OF ALBANY REGARDING THE JOINT USE OF SOLID WASTE FACILITIES AND JOINT PROVISION OF SOLID WASTE SERVICES IN THE UNINCORPORATED AREAS OF DOUGHERTY COUNTY AND THE CITY OF ALBANY; THE APPROVAL OF A PLAN TO ENSURE THE FULFILLMENT OF THE ALBANY-DOUGHERTY COUNTY SOLID WASTE MANAGEMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, Official Code of Georgia Annotated Title 12, Chapter 8, Section 20 (the "Georgia Comprehensive Solid Waste Management Act") provides, "it is declared to be the policy of the State of Georgia, in furtherance of its responsibility to protect the public health, safety, and well-being of its citizens and to protect and enhance the quality of its environment, to institute and maintain a comprehensive state-wide program for solid waste management which will assure that solid waste facilities, whether publicly or privately operated, do not adversely affect the health, safety, and well-being of the public and do not degrade the quality of the environment by reason of their location, design, method of operation, or other means and which, to the extent feasible and practical, makes maximum utilization of the resources contained in solid waste;" and

WHEREAS, in accordance with the requirements of the Georgia Comprehensive Solid Waste Management Act, particularly Section 12-8-31.1 thereof, the City of Albany (the "City") and Dougherty County (the "County") have each heretofore adopted and approved the "Albany-Dougherty County Solid Waste Management Plan," dated April 1993 and prepared with the assistance of Roy F. Weston, Inc., Norcross, Georgia, consulting engineers (the "Plan"), setting forth the joint long-range plan of the City and the County respecting their solid waste management, collection and disposal; and

WHEREAS, the County and the City have been functioning under the provisions of the Plan since its finalization in April 1993 and have periodically reexamined and reaffirmed the Plan; and

WHEREAS, the Plan expresses the intent of the County and the City to continue to use the Dougherty County Landfill (the "Landfill"), and to upgrade the facility to meet Subtitle D requirements, including through the application for a vertical expansion permit to ensure capacity while the Subtitle D cells were designed, permitted, and constructed; and

WHEREAS, the Plan further provides for the County and the City to implement a phased approach to County-wide solid waste collection after assigning overall responsibility for the provision of collection services to a collection manager within the County Solid Waste Management Department to avoid duplication of effort, provide assurance of cost-effective and efficient service, and unify the collection service County-wide; and

WHEREAS, the Plan further provides for the City and the County to select through such manager public sector collection, private sector collection or a public-private partnership for collection, with the ultimate goal that collection services be consolidated; and

WHEREAS, the City is currently serving as the entity responsible for the collection component of the Plan, which the City now implements through some city contracts with licensed and permitted private haulers for collection within the City of approximately 25% of residential waste generated within the City, collection by City public works employees of the remaining residential waste generated within the City, and some direct contracts between licensed and permitted haulers and commercial generators in the incorporated and unincorporated areas of the County, and the City and the County continue to study means of making collection services available to all County residents in their continuing efforts to phase in the collection components of the Plan; and

WHEREAS, pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1971, p. 3323, *et seq.*), the City's Charter (the "City Charter") was amended to add new Section (19), providing, "The City of Albany shall have the power and authority to extend its garbage, refuse and rubbish collection services into Dougherty County beyond the corporate limits of the City of Albany where authorized by contract with Dougherty County"; and

WHEREAS, the County has retained R. W. Beck, Orlando, Florida, consulting engineers ("Beck"), to study and review the Plan, the Landfill and current collection practices in the County to determine the continuing viability and applicability of the Plan, and Beck has prepared the "Dougherty County Landfill Efficiency Study and Financial Analysis," dated March 29, 2004 (the "Study"), containing its findings; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the "Intergovernmental Contracts Provision") provides, in pertinent part, that a City and a County may contract with each other for periods of up to 50 years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County has determined, after diligent analysis and review of the Plan and the Study, that it is in the best interest of the County and its citizenry, and is consistent with the County's powers pursuant to the Constitution of the State of Georgia and other applicable law, to continue to operate the Landfill and to enter into an intergovernmental contract with the City whereby the City shall (i) to provide or cause to be provided, through an open procurement process with licensed and permitted private haulers, all collection services with respect to municipal solid waste generated in the County, and (ii) to initiate the full implementation and phasing in of the collection portion of the Plan, including through the agreement to provide or cause to be provided collection services in the unincorporated areas of the County in accordance with the provisions of the Intergovernmental Contract; and

WHEREAS, the County has agreed to continue to operate the Landfill as a publicly owned disposal site for such waste; and

WHEREAS, after study and review, the County has also determined that it is in the best interest of the County and its citizenry to eliminate to the greatest extent possible risk of later chain of title liability with respect to improper handling or disposal of Municipal Solid Waste (as defined herein) generated within the County; and

WHEREAS, after study and review, the County has also determined that it is in the best interest of the County and its citizenry to require that all Municipal Solid Waste generated within the County's unincorporated boundaries be delivered for disposal to the County Landfill.

NOW, THEREFORE, in consideration of the foregoing analyses and determinations, the Board of Commissioners hereby finds and determines as follows:

Finding 1: The term "Municipal Solid Waste" shall be defined for purposes of this Resolution to mean any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multi-family residences, hotels and motels, bunkhouses, camp grounds, picnic grounds, and day use recreation areas. The term also includes all types of solid waste generated by stores, offices, restaurants, warehouses, and manufacturing or industrial processes or operations that are not a hazardous waste regulated under Part One of Article Three of the "Georgia Hazardous Waste Management Act." Provided, however, that the following categories of waste are specifically deleted from the defined term:

(a) Construction/Demolition Waste which is defined to include waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste include, but are not limited to, asbestos containing waste, wood, brick, metal concrete, wallboard, paper, cardboard, and other non-putrescible wastes which have a low potential for groundwater contamination; and

(b) Inert Waste which is defined to include only those wastes which are not or are not likely to cause production of leachate of environmental concerns. Such wastes are limited to earth and earth like products, concrete, cured asphalt, rock bricks, yard trimmings, stumps, limbs and leaves.

Finding 2: The County has a compelling governmental interest in ensuring the public health, safety and well-being of its citizenry through the protection and enhancement of the quality of the environment in the County and through the prevention of the risk of financial loss or other liability through the improper handling or disposal of Municipal Solid Waste generated within the County.

Finding 3: The consolidation of all Municipal Solid Waste collection services in the City and the County will increase economic as well as procedural efficiency and safety in collection services whether such services are ultimately performed by the City directly or through contract with a licensed and permitted private hauler after an open procurement process.

Finding 4: The County has determined that it is necessary to require all Municipal Solid Waste generated within the unincorporated area of the County to be delivered for disposal to the County Landfill in order to insure the public health, safety, and well being of its citizenry through the protection and enhancement of the quality of the environment in the County and in order to reduce the risk of financial loss or other liability through the improper handling or disposal of Municipal Solid Waste generated within the County.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Dougherty County, **AND IT IS HEREBY RESOLVED** by authority of the same, as follows:

Section 1. The Intergovernmental Contract is hereby authorized and approved in substantially the form attached hereto as Exhibit "A" and hereby incorporated herein by reference, subject to such minor changes, insertions or omissions as may be approved by the Chairman of the Board of Commissioners, with the advice of the County Attorney. The Chairman of the Board of Commissioners is hereby authorized and directed to execute, and the Clerk of the County is hereby authorized and directed to attest, and place or impress the seal of the County on, the Intergovernmental Contract and to deliver the Intergovernmental Contract as an act of the County. Execution of the Intergovernmental Contract by the Chairman of the Board of Commissioners shall be conclusive evidence of the approval of any changes, insertions or omissions to such Intergovernmental Contract as herein provided.

Section 2. The County hereby approves and accepts the Study as delivered March 29, 2004.

Section 3. Any person, firm, partnership, corporation or other entity which transports, pursuant to a contract, whether oral or otherwise, Municipal Solid Waste generated within the unincorporated portion of the County shall be required to deliver such Municipal Solid Waste to that certain landfill owned and operated by Dougherty County.

Provided, however, that Municipal Solid Waste generated within the unincorporated portion of the County and transported by person, firm, partnership, corporation or other entity for disposal to a facility located outside of the State of Georgia shall be exempted from this requirement. Any such person, firm, partnership, corporation or other entity seeking an exemption under this provision shall submit a written waiver request to the County identifying the out of state location to which the Municipal Solid

Waste is being transported, the length of time for which the waiver is being requested and any other pertinent information requested by the County during its processing of the waiver request. Failure on the part of any person, firm, partnership, corporation or other entity to obtain such waiver shall disqualify it from this exception.

Section 4. Any person, firm, partnership, corporation or other entity violating any of the provisions of this Resolution shall be deemed guilty of a misdemeanor. Each day's continuance of such violation shall be considered a separate offense. Upon conviction, any person, firm, partnership, corporation or other entity shall be subject to a fine of One Thousand Dollars (\$1,000) for each offense. In addition to any other remedy available, these regulations may be enforced in the Magistrate Court of Dougherty County, Georgia as provided in O.C.G.A. Section 15-10-60 through Section 15-10-66, as amended.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed, the welfare of the citizenry of the County requiring it. This resolution shall be in full force and effect from and after its adoption.

Section 6. All acts heretofore taken by any officer of the County in connection with the Plan or the Study are hereby ratified and approved.

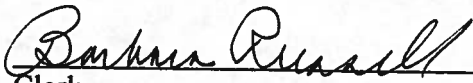
This Resolution effective immediately upon its adoption.

DOUGHERTY COUNTY

By: 
Chairman

(SEAL)

Attest:


Clerk

August 2, 2004

Exhibit "A"
[Attach Intergovernmental Contract]

**INTERGOVERNMENTAL
SOLID WASTE SERVICES AND FACILITIES
CONTRACT**

Between

CITY OF ALBANY

and

DOUGHERTY COUNTY

This Intergovernmental Solid Waste Services and Facilities Contract (this "Contract"), made and entered into as of _____, 2004, by and between the **CITY OF ALBANY**, a municipal corporation of the State of Georgia (the "City"), and **DOUGHERTY COUNTY**, a political subdivision of the State of Georgia (the "County")

**WITNESSETH
THAT:**

WHEREAS, Official Code of Georgia Annotated Title 12, Chapter 8, Section 20 (the "Georgia Comprehensive Solid Waste Management Act") provides, "it is declared to be the policy of the State of Georgia, in furtherance of its responsibility to protect the public health, safety, and well-being of its citizens and to protect and enhance the quality of its environment, to institute and maintain a comprehensive state-wide program for solid waste management which will assure that solid waste facilities, whether publicly or privately operated, do not adversely affect the health, safety, and well-being of the public and do not degrade the quality of the environment by reason of their location, design, method of operation, or other means and which, to the extent feasible and practical, makes maximum utilization of the resources contained in solid waste;" and

WHEREAS, in accordance with the requirements of the Georgia Comprehensive Solid Waste Management Act, particularly Section 12-8-31.1 thereof, the City of Albany (the "City") and Dougherty County (the "County") have each heretofore adopted and approved the "Albany-Dougherty County Solid Waste Management Plan," dated April 1993 and prepared with the assistance of Roy F. Weston, Inc., Norcross, Georgia, consulting engineers (the "Plan"), setting forth the joint long-range plan of the City and the County respecting their solid waste management, collection and disposal; and

WHEREAS, the County and the City have been functioning under the provisions of the Plan since its finalization in April 1993 and have periodically reexamined and reaffirmed the Plan; and

WHEREAS, the Plan expresses the intent of the County and the City to continue to use the Dougherty County Landfill (the "Landfill"), and to upgrade the facility to meet Subtitle D requirements, including through the application for a vertical expansion permit to ensure capacity while the Subtitle D cells were designed, permitted, and constructed; and

WHEREAS, the Plan further provides for the County and the City to implement a phased approach to County-wide solid waste collection after assigning overall responsibility for the provision of collection services to a collection manager within the County Solid Waste Management Department to avoid duplication of effort, provide assurance of cost-effective and efficient service, and unify the collection service County-wide; and

WHEREAS, the Plan further provides for the City and the County to select through such manager public sector collection, private sector collection or a public-private partnership for collection with the ultimate goal that collection services be consolidated; and

WHEREAS, the City is currently serving as the entity responsible for the collection component of the Plan, which the City now implements through city contracts with licensed and permitted private haulers for collection within the City of approximately 25% of residential waste generated within the City, collection by City public works employees of the remaining residential waste generated within the City, and some direct contracts between licensed and permitted private haulers and commercial generators in the incorporated and unincorporated areas of the County, and the City and the County continue to study means of making collection services available to all County residents in their ongoing efforts to phase in the collection components of the Plan; and

WHEREAS, Section 14-52(2) of the Albany City Code (the "City Code") provides that "[a]ll single-family residential units in the City of Albany are required to use the Solid Waste Collection Service of the City of Albany for the disposition of refuse ... [and] all commercial units are required to utilize the solid waste collection service provided by the City of Albany or a service provided by an approved state certified hauler operating under permit from the city manager ... nothing in this paragraph or anywhere in this article shall be construed as a surrender by the City of Albany of its legal authority to franchise commercial collectors of refuse or to become the sole and exclusive hauler of all refuse, including commercial and industrial, in the City of Albany"; and

WHEREAS, pursuant to an Act of the General Assembly of the State of Georgia (Ga. Laws 1971, p. 3323, *et seq.*), the City's Charter (the "City Charter") was amended to add new Section (19), providing, "The City of Albany shall have the power and authority to extend its garbage, refuse and rubbish collection services into Dougherty County beyond the corporate limits of the City of Albany where authorized by contract with Dougherty County"; and

WHEREAS, the County has also determined in that connection that it is imperative to maintain the public purpose and financial viability of the Landfill to provide the resources necessary to ensure prudent operation, monitoring, maintenance and capital additions and improvements, and the best way to accomplish the aforesaid goals and results is to enter into the Intergovernmental Contract with the City to provide for the collection by or on behalf of the City

of all municipal solid waste generated in the incorporated and unincorporated areas of the County for disposal in accordance with the terms of the Intergovernmental Contract; and

WHEREAS, County Code Section 2-14-2 grants to the County the power to regulate and control all public or private solid waste collection, disposal systems, methods and sites, as follows: "the board of commissioners, in order to protect health and safety of the people in the county, authorizes and directs its county administrator, by implementing and enforcing the provisions of these regulations, to control the storage, collection and disposal of solid waste in the unincorporated areas of the county ... and regulate the establishment, maintenance and operation of public or private solid waste collection and/or disposal systems, methods or sites"; and

WHEREAS, the County has retained R. W. Beck, Orlando, Florida, consulting engineers ("Beck"), to study and review the Comprehensive Solid Waste Management Plan, the Landfill and current collection practices in the County to determine the continuing viability and applicability of the Plan, and Beck has prepared the "Dougherty County Landfill Efficiency Study and Financial Analysis," dated March 29, 2004 (the "Study"), containing its findings, and the County has presented the Study to the City; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the "Intergovernmental Contracts Provision") provides, in pertinent part, that a City and a County may contract with each other for periods of up to 50 years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City has determined, after diligent analysis and review of the Plan and the Study, that it is in the best interest of the City and its citizenry, and is consistent with the City's powers pursuant to the Constitution of the State of Georgia and other applicable law, to contract with the County as hereinafter described to cause the County to continue to operate the Landfill and to agree in such contract (i) to provide, or cause to be provided through an open procurement process with licensed and permitted private haulers, all collection services with respect to municipal solid waste generated in the City, and (ii) to initiate the full implementation and phasing in of the collection portion of the Plan, including through the agreement to provide or cause to be provided collection services in the unincorporated areas of the County in accordance with the provisions of the hereinafter defined Intergovernmental Contract; and

WHEREAS, the County has agreed to continue to operate the Landfill as a publicly owned disposal site for such waste; and

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term. This Contract is dated as of August 2, 2004, its effective date, and shall expire 30 days after the next Solid Waste Management Plan is due at the Department of Community Affairs (which is currently June 30, 2006), and if neither party has given the other written notice of a desire to not renew this Agreement within 30 days of its expiration, then there shall be successive automatic renewals under these same terms for a period expiring 30 days after the subsequent Solid Waste Management Plan is due at the Department of Community Affairs (which is currently June 30, 2016), provided if at a sooner time the Landfill no longer has capacity to fulfill the purpose of this Agreement, the Agreement is ended.

Section 102. Definitions.

(a) Those words which are defined in O.C.G. A. Section 12-8-22 shall have the same meaning when used herein as defined in said Code Section.

(b) As used herein, the term:

“Collection Services” means the collection of Municipal Solid Waste.

“Disposal Services” means the provision of a Municipal Solid Waste landfill.

(c) “Municipal Solid Waste” means any solid waste derived from households, including garbage, trash, and solid waste from single family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term also includes all types of solid waste generated by stores, offices, restaurants, warehouses, and manufacturing or industrial processes or operations that are not a hazardous waste regulated under Part One of Article Three of the “Georgia Hazardous Waste Management Act”. Provided, however, that the following categories of waste are specifically deleted from the defined term:

(i) Construction/Demolition Waste which is defined to include waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste include, but are not limited to, asbestos containing waste, wood, brick, metal, concrete, wallboard, paper, cardboard, and other non-putrescible wastes which have a low potential for groundwater contamination; and

(ii) Inert Waste which is defined to include only those wastes which are not or are not likely to cause production of leachate of environmental concerns. Such wastes are limited to earth and earth like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs and leaves.

Section 103. Preambles. The City and the County hereby acknowledge and agree that the statements and conclusions set forth in the preambles are correct and hereby incorporate the foregoing preambles into this Contract as a part of their mutual agreements and covenants.

ARTICLE II

REPRESENTATIONS

Section 201. Representations by the City and the County. The City and the County each hereby makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation of the State of Georgia, and the County is a political subdivision of the State of Georgia, duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City and the County are each authorized to execute, deliver and perform their respective obligations under this Contract. Each of the City and the County duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of each of the City and the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Contract by each of the City and the County.

(c) The authorization, execution, delivery and performance by each of the City and the County of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) The City has the right to franchise commercial collectors of refuse, or to become the sole and exclusive hauler of all refuse, including commercial and industrial, in the City of Albany pursuant to Albany Code Section 14-52(2) and further has the right to extend its solid waste collection services into the unincorporated areas of Dougherty County pursuant to Ga. Laws 1971, p. 3323, *et seq.*

(e) The County has the right, pursuant to County Code Section 2-14-2, in order to protect the health and safety of the people in the County, to regulate the establishment, maintenance and operation of public or private solid waste collection and/or disposal systems, methods or sites.

(f) The consolidation of all solid waste collection services in the City and the County and the disposal of such solid waste at the County owned and maintained Landfill will benefit the public welfare by increasing the procedural efficiency and safety in collection and disposal services.

ARTICLE III

CERTAIN OBLIGATIONS OF THE CITY AND THE COUNTY

Section 301. Municipal Solid Waste Collection Services. The City shall provide, or cause to be provided, Collection Services for all Municipal Solid Waste generated in the incorporated or unincorporated areas of the County, subject to the following:

(a) The City is currently providing Collection Services for all Municipal Solid Waste generated by residential establishments within the City. The City agrees that during the term of this Contract that it shall continue its Collection Services with respect to all such Municipal Solid Waste generated by residential establishments and that it will deliver, or cause to be delivered, such residential Municipal Solid Waste for disposal at the County Landfill. In order to facilitate this commitment, the City shall include as a term of any contract entered into by it and a private hauler pertaining to the collection of Municipal Solid waste generated by residential establishments in the City the requirement that such private hauler deliver such waste for disposal to the County Landfill.

(b) The City currently provides Collection Services for some of the Municipal Solid Waste generated by commercial establishments within the City. The City agrees that during the term of this Contract that it shall continue its Collection Services with respect to all such Municipal Solid Waste generated by commercial establishments and that it will deliver, or cause to be delivered, such Municipal Solid Waste for disposal at the County Landfill. In order to facilitate this commitment, the City shall include as a term of any contract entered into by it and a private hauler pertaining to the collection of Municipal Solid Waste generated by commercial establishments in the City the requirement that such private hauler deliver such waste for disposal to the County Landfill. Additionally, to the extent that the City expands its collection services of Municipal Solid Waste generated by commercial establishments in the City, it shall deliver, or cause to be delivered, such additional Municipal Solid Waste to the County Landfill.

(c) The City agrees that it shall phase in collection services for all Municipal Solid Waste generated in the unincorporated portion of the County and, upon providing such collection services, shall deliver, or cause to be delivered, such Municipal Solid Waste for disposal to the County Landfill. The City shall phase in such collection services with respect to Municipal Solid Waste generated in the unincorporated portion of the County at such time, as it determines in its discretion, that it is financially feasible to provide such services at cost based rates which do not unduly discriminate with rates charged by the City for collection services to City residents.

(d) The City agrees that it will not unduly discriminate between City residents and County residents with respect to rates and charges for collection services.

Section 302. Municipal Solid Waste Disposal Services. The County shall provide Disposal Services in the Dougherty County Landfill for all Municipal Solid Waste generated in the incorporated and unincorporated areas of the County. The County further agrees that it will not unduly discriminate with respect to the rates and charges for Disposal Services between

Municipal Solid Waste generated in the City and Municipal Solid Waste generated in the unincorporated areas of the County.

Section 303. Records and Accounts. The City will keep accurate records and accounts relating to administration of Collection Services, and the County will keep accurate records and accounts relating to Disposal Services. Said accounts shall be included, as applicable, in the each of the City's and the County's respective financial statements, which shall be subject to an annual audit by a firm of independent certified public accountants.

ARTICLE IV

MISCELLANEOUS GENERAL PROVISIONS

Section 401. Termination or Amendment of Contract. This Contract may be amended by instrument in writing executed with the same formality as this Contract.

Section 402. Indemnification. To the extent permitted by law, the County hereby agrees to indemnify and hold harmless the City and its officers, employees and agents from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever that the City may incur, including reasonable attorneys' fees, by reason of claims resulting from the agreement of the City in this Contract to deliver, or cause to be delivered, Municipal Solid Waste to the Dougherty County Landfill as opposed to any other disposal facility; provided, however, that such indemnification shall not extend to the gross negligence or willful misconduct of the City or its officers, employees or agents or to the provision of Collection Services by the City or its officers, employees, agents or designees generally, but rather only to the agreement by the City pursuant to this Contract to deliver, or cause to be delivered, Municipal Solid Waste generated within Dougherty County to the Dougherty County Landfill and no other disposal facility.

Section 403. Assignment of Agreement. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Agreement; neither this Agreement nor any interest herein shall be transferred or assigned by either party hereto except with the consent in writing of the other party hereto.

ARTICLE V

SEVERABILITY

Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions

would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable or would frustrate either party's commercial purpose in entering into this Agreement. In the event of such a material change or frustration of commercial purpose, this Agreement shall be subject to rescission at the election of either party.

IN WITNESS WHEREOF, the City has caused this Contract to be executed in its name by its Mayor and has caused its seal to be hereunto impressed and attested by its Clerk; the County has caused this Contract to be executed in its name by the Chairman of its Board of Commissioners and its seal to be hereunto impressed and attested by its Clerk, and delivery hereof by the City and the County is hereby acknowledged, all as of the day and year first above written.

APPROVED AS TO FORM:

C. Nathaniel
City Attorney

CITY OF ALBANY
By: [Signature]
Mayor
Attest: [Signature]
Clerk

(SEAL)

DOUGHERTY COUNTY

By: [Signature]
Chairman, Board of Commissioners

APPROVED AS TO FORM:

[Signature]
County Attorney

Attest: [Signature]
Clerk

**A RESOLUTION
ENTITLED**

04-045

A RESOLUTION PROVIDING FOR AN AMENDMENT TO THE DEFINITION OF THE TERM "MUNICIPAL SOLID WASTE" AS FOUND IN AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ALBANY AND DOUGHERTY COUNTY ESTABLISHING SOLID WASTE SERVICES AND FACILITIES; REPEALING RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH ; AND FOR OTHER PURPOSES.

WHEREAS, on August 2, 2004, Dougherty County adopted a certain Resolution identified as Resolution Number 04-031 ("Resolution") which provided, in part, that the County had a compelling governmental interest in requiring that all Municipal Solid Waste generated within the unincorporated area of the County be delivered for disposal to the County Landfill; and

WHEREAS, said Resolution also provided for a definition of the term "Municipal Solid Waste"; and

WHEREAS, said Resolution further authorized and approved in substantial form an intergovernmental contract between Dougherty County and the City of Albany, Georgia pertaining to the collection and disposal of Municipal Solid Waste; and

WHEREAS, Dougherty County has determined that the definition of the term "Municipal Solid Waste" should be revised for the purpose of deleting industrial waste from said definition.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, and it is hereby resolved by authority of same as follows:

SECTION I. Said Resolution is hereby amended by deleting the definition of the term "Municipal Solid Waste" in its entirety and substituting in lieu thereof the following:

The term "Municipal Solid Waste" shall be defined for purposes of this Resolution to mean any solid waste derived from households, including garbage, trash, and sanitary waste in septic tanks and means solid waste from single family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term also includes all types of solid waste generated by stores, offices, restaurants, warehouses and manufacturing processes for operations that are not a hazardous waste regulated under Part 1 of Article 3 of the "Georgia Hazardous Waste Management Act." Provided, however, that the following categories of waste are specifically deleted from the defined term:

(a) Construction/Demolition Waste which is defined to include waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste include, but are not limited to, asbestos containing waste, wood, brick, metal concrete, wallboard, paper, cardboard, and other non-putrescible wastes which have a low potential for groundwater contamination; and

(b) Inert Waste which is defined to include only those wastes which are not or are not likely to cause production of leachate of environmental concerns. Such wastes are limited to earth and earth like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs and leaves; and

(c) Industrial Waste which is defined to include waste materials and rubble resulting from industrial processes or operations.

SECTION II. The County hereby authorizes the Chairman of the Board of Commissioners of Dougherty County to execute an amendment to that certain Intergovernmental Solid Waste Services and Facilities Contract between the City of Albany and Dougherty County dated August 2, 2004 for the purpose of amending the definition of the term "Municipal Solid Waste" as it appears in said contract to conform with the definition stated in Section 1 of this Resolution.

SECTION III. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

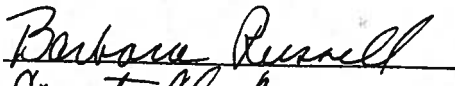
This the 20th day of December, 2004.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

BY


Jeff Sinyard, Chairman

ATTEST:


County Clerk

8/26/05 fofed SL
MML
Mar
Solid Waste

**AN ORDINANCE
ENTITLED 05-119
AN ORDINANCE AMENDING ORDINANCE 04-122
PROVIDING FOR AN AMENDMENT TO THE
DEFINITION OF THE TERM "MUNICIPAL SOLID
WASTE" AS FOUND IN AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF ALBANY
AND DOUGHERTY COUNTY ESTABLISHING SOLID
WASTE SERVICES AND FACILITIES; REPEALING
PRIOR ORDINANCES IN CONFLICT AND FOR
OTHER PURPOSES.**

WHEREAS, the City of Albany adopted its Ordinance No. 04-122 on March 23, 2004 which authorized and approved execution of an intergovernmental contract to-wit: INTERGOVERNMENTAL SOLID WASTE SERVICES AND FACILITIES CONTRACT between Dougherty County and the City of Albany; and

WHEREAS, said Ordinance also provided for a definition of the term "Municipal Solid Waste"; and

WHEREAS, both the Ordinance and the Intergovernmental Contract contain a definition of what constitutes "Municipal Solid Waste"; and

WHEREAS, it is in the best interests of the City of Albany and Dougherty County, Georgia to revise the definition of "Municipal Solid Waste".

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the City of Albany, Georgia and it is hereby ordained by authority of same:

SECTION 1. Said Ordinance is hereby amended by deleting the definition of the term "Municipal Solid Waste" in its entirety and substituting in lieu thereof the following:

The term "Municipal Solid Waste" shall be defined for purposes of this Resolution to mean any solid waste derived from households, including garbage, trash, and sanitary

waste in septic tanks and means solid waste from single family and multi-family residences, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The term also includes all types of solid waste generated by stores, offices, restaurants, warehouses and manufacturing processes for operations that are not a hazardous waste regulated under Part 1 of Article 3 of the "Georgia Hazardous Waste Management Act." Provided, however, that the following categories of waste are specifically deleted from the defined term:

(a) Construction/Demolition Waste which is defined to include waste building materials and rubble resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste include, but are not limited to, asbestos containing waste, wood, brick, metal concrete, wallboard, paper, cardboard, and other non-putrescible wastes which have a low potential for groundwater contamination; and

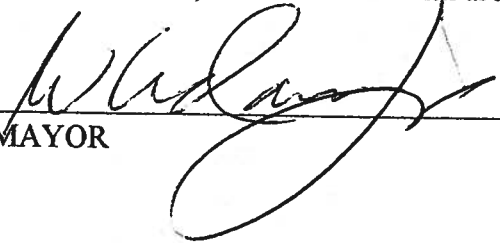
(b) Inert Waste which is defined to include only those wastes which are not or are not likely to cause production of leachate of environmental concerns. Such wastes are limited to earth and earth like products, concrete, cured asphalt, rock, bricks, yard trimmings, stumps, limbs and leaves; and

(c) Industrial Waste which is defined to include waste materials and rubble resulting from industrial processes or operations.


SECTION 2. The Mayor, or in the absences of the Mayor, the Mayor Pro Tem and City Clerk are authorized to execute an amendment to that certain Intergovernmental Solid Waste Services and Facilities Contract between the City of Albany and Dougherty County dated August 2, 2004 for the purpose of amending the definition of the term "Municipal Solid Waste" as it appears in said

contract to conform with the definition stated in Section 1 of this Resolution.

SECTION 3. All Ordinances, or parts of Ordinances, in conflict herewith are repealed.


MAYOR

ATTEST:


CITY CLERK

Adopted: *Aug. 23, 2005*

Introduced By Commissioner: Hubbard
Date(s) read: 8-23-05



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty **Service:** Tax Collections

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.): County

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

22. TAX COLLECTIONS

The City contracts with County for collection of municipal taxes. The City pays annually the percentage of the operating expenses (excluding indirect costs) equal to the City's percentage of total taxes collected. The operating expenses and taxes collected will be based on the latest audit.

Tax Collections 6/30/05 Audit		Tax Expense 6/30/05 Audit	
City of Albany	\$ 12,485,527 (18%)	Sal & Benefits	\$1,317,474
Dougherty Co	25,700,314 (37%)	Operating	232,255
Bd of Ed.	31,207,280(45%)	I.T.	<u>29,996</u>
St. of GA	<u>414,443 (tr%)</u>		
Total	\$ 69,807,564(100%)	Total	\$1,349,793

Example:

<u>\$1,349,793</u>	TOTAL EXPENSES (EXCLUDING INDIRECT COSTS)
<u>X 18%</u>	CITY PERCENTAGE OF REVENUES COLLECTED
\$ 242,963	CITY ANNUAL PAYMENT



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS **PAGE 2**

Instructions:

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

County: Dougherty **Service:** Traffic Engineering

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

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

23. TRAFFIC ENGINEERING

The City Traffic Engineering Department will provide services as requested by County. These services include the construction, erection, and maintenance of street and traffic signs as well as basic engineering services related to traffic control. These services will be billed at actual cost of services (excluding indirect costs).



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: Transportation

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.):
County and City

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	State Grant / User Fees to Vendor
City	General Fund / User Fees

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended
Agreement with Southwest GA RDC	County and SWGARDC	current

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

24. TRANSPORTATION

The City provides transportation inside the City limits with its transit service. The County provides transportation service to unincorporated residents through a third party contract funded by a state grant through the Southwest Georgia Regional Development Center.

Rural Public Transportation Program - Section 5311
Regional Transit Program
Authorizing Resolution

AUTHORIZING RESOLUTION
BETWEEN
DOUGHERTY COUNTY
AND
SOUTHWEST GEORGIA REGIONAL DEVELOPMENT CENTER

RESOLUTION AUTHORIZING THE SOUTHWEST GEORGIA REGIONAL DEVELOPMENT CENTER TO FILE AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT LAWS UNDER CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE.

WHEREAS, the Georgia Department of Transportation in cooperation with the Southwest Georgia Regional Development Center (hereafter referred to as SWGRDC) has agreed to participate in the formation of a Regional 5311 Transportation System; and

WHEREAS, Dougherty County (hereafter referred to as County) has agreed to participate in this regional transportation program lead by the Southwest Georgia Regional Development Center; and

NOW THEREFORE, the aforementioned parties agree as follows:

Article I - Agreement

Under this resolution, the County agrees to allow SWGRDC to apply for a grant for public transportation assistance under Section 5311 of the Federal Transit laws under Chapter 53 of Title 49 of the United State Code. This agreement allows the RDC to be the applicant for the provision of transportation services to those residents of their County.

Article II - Responsibilities

SWGRDC will act as the designated agency for the receipt of funds from the Georgia Department of Transportation for the purpose of operating the Southwest Georgia Regional Transit System. SWGRDC will participate in a regional transportation program by appropriating annual transportation funds as needed for the annual regional capital budget and appropriating funds for vehicle replacement when needed. SWGRDC will utilize such funds in a manner consistent with state/federal laws and regulations and existing agreements for the operation and administration of the Southwest Georgia Regional Transit System.

COUNTY will evaluate service performance and participate in a regional transportation program by providing transit program service identification. At no time will the County be made responsible for providing financial, administrative, or any other type of resource unless otherwise agreed upon.

Article III - Period and Termination

This resolution shall have a period of no less and no greater than the contract period of the awarded contract from the Georgia Department of Transportation for the Section 5311 program.

Should either party wish to terminate this understanding, the terminating party will give thirty (30) days written notice to the other party prior to signing of the GDOT regional Section 5311 contract.

This resolution shall become effective upon the adoption of such resolution by the governing body of COUNTY.

Article IV - Signature of Authorization

Approved and adopted this 18th day of July, 2005.

Chairman

Jeff Sinyard, Chairman
Type Name and Title

COUNTY SEAL

Signed, sealed and delivered this 18th day of July _____ 2005 in the presence of

Jamies L. Hancock
Notary Public/Notary Seal COMMISSION EXPIRES JANUARY 6, 2006

The undersigned duly qualified and acting County Clerk certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on the 18th day of July, 2005.

Barbara Russell
Name of Certifying/Attesting Officer

County Clerk
Title of Certifying/Attesting Officer

I hereby certify that this is a true and correct copy.

Barbara Russell
COUNTY CLERK

DOT
5311 Grant

A RESOLUTION
ENTITLED

A RESOLUTION AUTHORIZING THE SOUTHWEST GEORGIA REGIONAL DEVELOPMENT CENTER TO FILE AN APPLICATION WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, FOR A GRANT FOR PUBLIC TRANSPORTATION ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT LAWS UNDER CHAPTER 53 OF TITLE 49 OF THE UNITED STATES CODE; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia Department of Transportation in cooperation with the Southwest Georgia Regional Development Center (hereafter referred to as SWGRDC) has agreed to participate in the formation of a Regional 5311 Transportation System; and

WHEREAS, Dougherty County (hereafter referred to as County) has agreed to participate in this regional transportation program lead by the Southwest Georgia Regional Development Center; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and it is hereby resolved by authority of same as follows:

SECTION I: Under this Resolution, County agrees to allow SWGRDC to apply for a grant for public transportation assistance under Section 5311 of the Federal Transit laws under Chapter 53 of Title 49 of the United States Code. This agreement allows the RDC to be the applicant for the provision of transportation services to the residents of the County.

SECTION II: SWGRDC will act as the designated agency for the receipt of funds from the Georgia Department of Transportation for the purpose of operating the Southwest Georgia Regional Transit System. SWGRDC will participate in a regional transportation program by appropriating annual transportation funds as needed for the annual regional capital budget and appropriating funds for vehicle replacement when needed. SWGRDC will utilize such funds in a manner consistent with state/federal laws and regulations and existing agreements for the operation and administration of the Southwest Georgia Regional Transit System.

SECTION III: County will evaluate service performance and participate in a regional transportation program by providing transit program service identification. At no time will County be made responsible for providing financial, administrative, or any other type of resource unless otherwise agreed upon.

SECTION IV: This Resolution shall have a period of no less and no greater than the contract period of the awarded contract from the Georgia Department of Transportation for the Section 5311 program.

SECTION V: Should either party wish to terminate this understanding, the terminating party will give thirty (30) days written notice to the other party prior to signing of the GDOT Regional Section 5311 contract.

SECTION VI: This Resolution shall become effective upon the adoption of such Resolution by the governing body of County.

SECTION VII: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

This the 18th day of July, 2005.

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

By:

Jeff Sinyard, Chairman

ATTEST:

County Clerk



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty Service: Storm Drainage

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.):
County - countywide; City in incorporated area - See attached strategy

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	General Fund
City	General Fund

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crwodis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

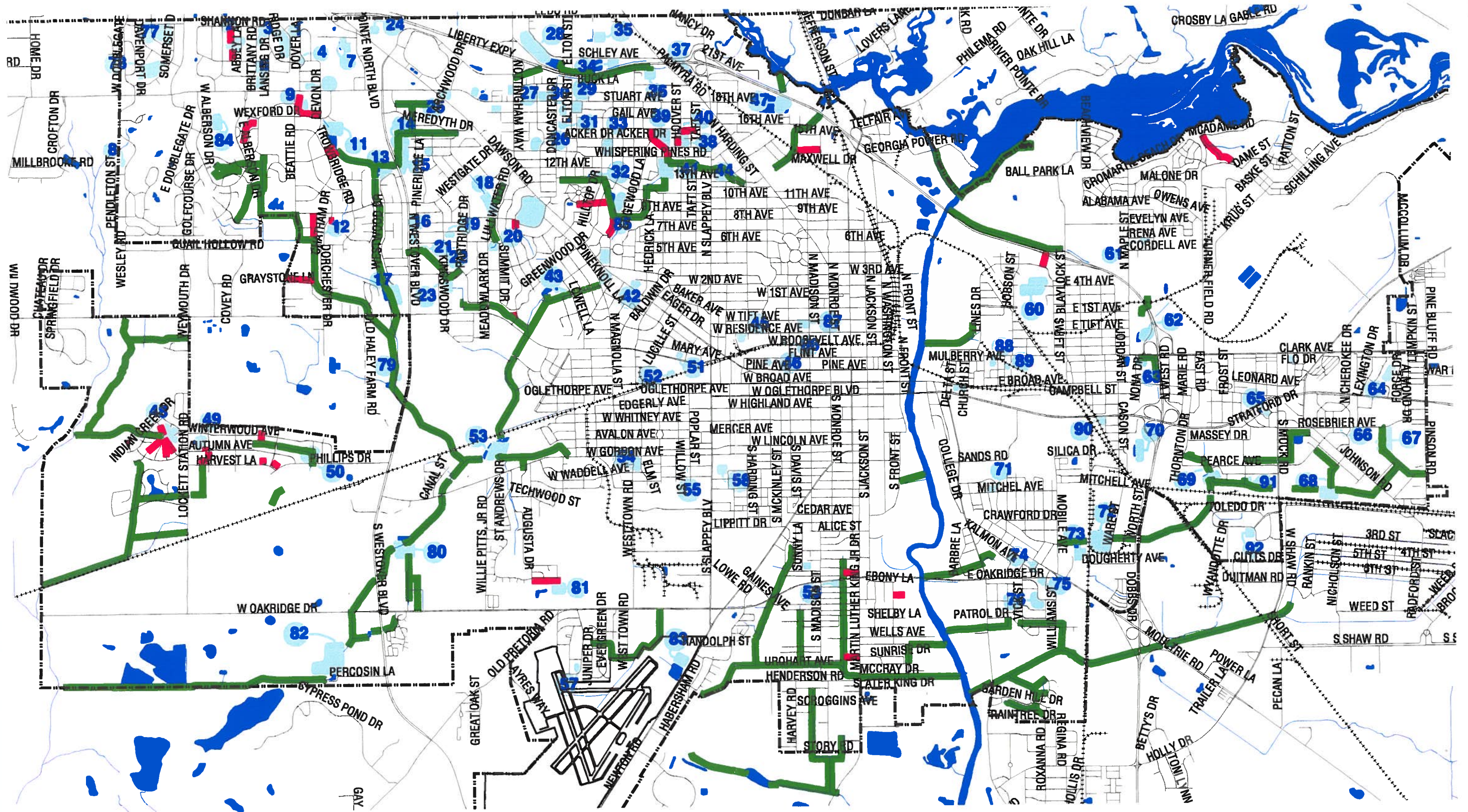
21. STORM DRAINAGE

Both the City and County Public Works Departments provide storm drainage service to the citizens of Albany and Dougherty County.

1. County is responsible for the maintenance of all large canals countywide. The county is also responsible for the maintenance of holding ponds outside the city and is currently maintaining holding ponds inside the city. Maintenance does not include replacing grass, fences, or pipes within the incorporated area of County. The County will maintain three storm water pumping stations in the unincorporated area which excludes the Percosin pump station.
2. The City is responsible for the maintenance of all ditches and storm water pump stations within the incorporated area including the Percosin pump station located in the unincorporated area.
3. Any requirements as per land disturbance activities regarding the State's Soil Erosion and Sedimentation controls will be the responsibility of respective property owners.
4. The attached map delineates the service area identified above.

Reviewed by Larry Cook 4/6/06

Albany/Dougherty County Holding Pond and Ditch Inventory



April 30, 1999

**PLANNING & DEVELOPMENT
SERVICES**

- City Maintained Ditches
- County Maintained Canals
- County Maintained Holding Ponds

0.5 0 0.5 1 Miles





**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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County: Dougherty **Service:** Water 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. (If this box is checked, identify the government, authority or organization providing the service.): City, through its Water, Gas & Light Commission

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	SPLOST for extensions
City	User Fees

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

25. WATER SERVICE

The City through its Water, Gas & Light Commission maintains and operates a water system.

Water system extensions may be initiated as provided by the attached Water Main Extension Policy of the Water, Gas & Light Commission.

The City and County will cooperate in applications for state and federal funds for construction and extension of the water system.

WATER MAIN EXTENSION POLICY

POLICY

0 The WG&L will make water main extensions from existing mains where adequate pressure and flow are available on the following terms and conditions:

1.1.0 Water Main Extension; Construction by WG&L

- 1.1.1 Applicant requesting water main extension shall first file a written application to the General Manager reflecting the scope and timing of the project and the legal description of the land to be served. WG&L will review the request and notify Applicant within 10 working days if WG&L will construct the water main extension or if Applicant should proceed under paragraph 1.2.0 of this section. If WG&L will construct the water main extension, then Applicant will comply with requirements of paragraph 1.1.0 of this section.
- 1.1.2 Applicant shall deposit with the WG&L an amount equal to the lineal feet of pipe required to serve applicant multiplied by a unit cost per foot of main as such unit cost may be fixed from time to time by the WG&L.
- 1.1.3 Upon completion of the extension, should the actual number of feet installed be more or less than the number of feet originally estimated, the applicant shall immediately deposit with the WG&L an additional sum representing the difference between the estimated footage and the actual footage installed, or shall receive a refund from the WG&L, as the case may be.
- 1.1.4 The WG&L shall determine the size and type of pipe to be installed and the point or points of connection to existing mains for all main extensions.
- 1.1.5 Applicant will convey to WG&L all easements necessary to construct and maintain the water line. The minimum easement width shall be ten feet. Easement width shall be sufficient to permit excavation of the pipe to meet minimum OSHA slope requirements.
- 1.1.6 Whenever the WG&L deems it advisable, for purposes of reinforcing or future expansion, to install water mains larger in size than necessary for development of applicant, then in such instances the WG&L will bear the difference in cost between such water mains that it requires and the cost of either twelve (12) inch water main or the main size required for fire protection, whichever is larger.

1.2.0 Water Main Extension; Construction by Applicant

- 1.2.1 Applicant requesting water main extension shall first file a written application reflecting the scope and timing of the project and the legal description of the land to be served. No request for a water main extension shall be considered unless received by the WG&L at least ninety (90) days prior to the date construction would begin. The written application shall clearly describe Applicant's intent concerning phasing of project construction.
- 1.2.2 Applicant shall submit plans to the WG&L Engineering Department for approval to extend water mains to a new development such as subdivision. Main extension shall be to the limits of property to allow future developments access to main.
- 1.2.3 The plans will bear the seal of a Professional Engineer registered in the State of Georgia. All design requirements, materials, supplies, and methods of construction shall comply with WG&L's standard specifications and rules and regulations.
- 1.2.4 The process of plan review and approval will be in accordance with existing procedure established for subdivision review. Approval by WG&L's Engineering Department will be for a period of 180 days. If construction has not begun at the end of 180 days, the old plans shall be void and new plans shall be submitted and approved. For a phased project, if construction on any phase has not begun at the end of 180 days, the old plans for that phase shall be void and new plans shall be submitted and approved.
- 1.2.5 Prior to beginning construction, the WG&L must have on file the following:
 - a. Two approved sets of detailed plans and specifications sealed and signed by an engineer registered in the state of Georgia.
 - b. The proposed schedule of construction.
 - c. The name of the contractor to do the work and documentation that the contractor is a State of Georgia certified utility contractor.
 - d. Evidence satisfactory to WG&L of liability insurance covering the project.
 - e. A letter stating the WG&L shall become automatically vested with the right to enter the property for purposes of inspecting the project and guaranteeing the submission of record drawings within 30 days of completion of the project.

1.2.6 The Applicant's contractor shall notify the WG&L's Water Department's water system inspector seventy-two (72) hours in advance of beginning the construction of approved work. Contractor shall obtain a permit from WG&L's Customer Service Department prior to beginning construction and shall have a copy of the permit on the job site at all times. Cost for the permit will be \$25 and cost includes first bacterial test. All samples for bacterial testing will be collected and tested by WG&L personnel. The first test will be paid for as part of the permit fee, subsequent tests, if necessary, will be paid for by contractor. Periodic inspection of construction shall be made by the water department and all pressure testing shall be observed.

1.2.7 A final letter of acceptance is requisite to the water main being placed in service and will not be given until Applicant has completed the following:

- a. Construction of project in strict accordance with the WG&L's Construction Standards for Water Lines.
- b. All punch list items accomplished to the satisfaction of the Water Department's system inspector.
- c. Submission of all approvals or permits by state and federal regulatory agencies.
- d. Submittal of record drawings (as Built) in conformance with WG&L's Construction Standards for Water Lines.

1.2.8 The WG&L shall inspect all work being done under this paragraph to determine compliance with approved plans and specifications and conformance with WG&L's Construction Standards for Water Lines. WG&L shall have the authority to require work not inspected to be uncovered by Applicant at the expense of the Applicant and to not approve the placing of project into service until work is inspected and approved

1.2.9 The WG&L shall determine the size and type of pipe to be installed and the point or points of connection to existing mains for all main extensions. Taps on existing mains for water main extensions shall be made by the Water Department.

0 Extensions made under this rule will become and will remain the property of the WG&L and the WG&L may further extend its distribution mains beyond the terminus of any main extension made under this rule.

0 Provided pressure and flow are available, Dougherty County can request the WG&L to provide water main extensions to an unserved area located in the unincorporated part of the County. The County will pay WG&L for all costs of construction and all other associated costs. WG&L shall extend the line in accordance with paragraph 1.1.0 or shall contract the work through competitive bid. Documentation of cost of the project shall be as mutually agreed upon by WG&L and County.

- 1.0 From time to time WG&L may extend water mains to areas beyond existing service areas in order to connect a new supply source or a new storage facility to the system. Also, it is periodically necessary to upgrade the existing distribution system by installing larger lines and closing loops. These improvements benefit the system as a whole and the cost will be borne by all of the rate payers.
- .0 Upon application and approval, extensions to the WG&L's water distribution system to serve new customer or customers will be made at the WG&L's expense when the estimated cost thereof does not exceed five times the estimated annual water revenue to be derived from bona fide water customers to be immediately served from such extension of the water system. The WG&L reserves the right to consider any alternate to this rule.

Not to be included in the main extension policy but presented in draft to communicate theory.

PREMISES UNDERLYING PRICE/CHARGE POLICIES:

- A. WG&L is a natural monopoly and to allow the use of any pricing basis other than strict cost recovery in relation to service delivery would allow detrimental use of that monopoly power. Example of price bases other than strict cost recovery include; value of service, property values, and ability to pay.
- B. Charges and rates will conform to the theory that cost recovery be from customers causing the costs, in relation to the level and degree of cost causation.
- C. Frequent review of rates, fees, charges, and management procedures will be made to avoid cost shifting and maintain accuracy of pricing as operating conditions, customer mix, and material and labor costs change.
- D. To the extent feasible, the policy will be consistent with the City's policy for sewer line extensions.

**PROCESS FOR THE PROVISION OF EXTRATERRITORIAL
WATER AND SEWER SERVICES**

It is the intent to establish a formal process whereby the provision of new extraterritorial water and sewer services shall be consistent with all applicable land use plans and ordinances so as to meet both the requirements of law and the guidelines outlined in the Georgia Service Delivery Act.

1. Prior to initiating any extension of water or sewer services outside City boundaries, the City will notify Dougherty County of the proposed extension. The notification will include, at a minimum, information on location of property, size of the proposed extension, proposed purpose of the extension (i.e. proposed change in land use) and the current land use and zoning classification. Notification of the county shall be achieved by delivery of the required information to the County Administrator.

Concurrent with the notification to the county, the city will forward the proposed extraterritorial extension data required above to the Albany Dougherty Planning Commission for its review and recommendation. The Planning Commission's recommendation will be given full and complete consideration in the extraterritorial water and sewer services extension process.

2. Within fifteen working days following receipt of the above information, the county will forward to the city a statement:
 - a. Indicating that the county has no objection to the proposed extraterritorial water or sewer extension and its consistency with land use; or
 - b. Describing its objection to the proposed water or sewer extension or land use consistency, and providing supporting information including a listing of any possible stipulations or conditions that would alleviate the county's objections;
3. If the county has no objection, or fails to respond within the aforementioned timeframe, then the city is free to proceed with the provision of the service.
4. If the county notifies the city that it has an objection, the city will respond to the county in writing within fifteen working days by either:
 - a. agreeing with the county and stopping action on the proposed extraterritorial water or sewer extension; or
 - b. agreeing to implement the county's stipulations and conditions and thereby

resolving the county's objection.

- c. initiating a 30-day (maximum) mediation process to discuss possible compromises; or
- d. disagreeing that the county's objection is bona fide and notifying the county that the city will seek a declaratory judgment.

If the city initiates 4.c. Mediation, the city and county will agree on a mediator, a mediation schedule, and participants in the mediation. The city and county shall agree to share equally any costs associated with mediation.

- 5. If no resolution of the county's objection results from the mediation, the city:
 - a. will abandon and not proceed with the proposed extension, or
 - b. will notify the county that the city will seek a declaratory judgment in court.
- 6. If the city and county reach agreement as described in step 4.b. or 4.c., the City is free to proceed with the extraterritorial service.



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS PAGE 2**

Instructions:

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

County: Dougherty **Service:** Water and Sewer Rates

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, through its Water, Gas & Light Commission

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

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

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

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

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

Yes No

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

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

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

<i>Local Government or Authority:</i>	<i>Funding Method:</i>
County	User Fees
City	User Fees

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

None

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

<i>Agreement Name:</i>	<i>Contracting Parties:</i>	<i>Effective and Ending Dates:</i>
2006 HB 489 County Resolution and City Ordinance	City and County	6/2006 until amended

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

--

7. Person completing form: Richard Crowdis, County Administrator
 Phone number: 229-431-2121 Date completed: 6/28/06

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:

26. WATER AND SEWER RATES

The water and sewer rates for usage, tap fees, impact fees and any other charges shall be the same for all customers on these systems whether they are inside or outside the City.

**A JOINT RESOLUTION AND ORDINANCE
ENTITLED**

06-025 - County
06-118 - City

**A JOINT RESOLUTION OF DOUGHERTY COUNTY, GEORGIA AND
ORDINANCE OF THE CITY OF ALBANY, GEORGIA APPROVING AND ADOPTING
A NEW HOUSE BILL 489 SERVICE DELIVERY STRATEGY; REPEALING COUNTY
RESOLUTION NOS. 99-019 AND 03-017 AND CITY ORDINANCE NOS. 99-R171 AND
03-R171; REPEALING OTHER RESOLUTIONS AND ORDINANCES OR
PARTS OF RESOLUTIONS AND ORDINANCES IN CONFLICT HEREWITH;
AND FOR OTHER PURPOSES**

WHEREAS, Dougherty County, Georgia (the "County") and the City of Albany, Georgia (the "City") under Joint Resolution No. and Ordinance No. 99-R171(City) and No. 99-019 (County) adopted a Service Delivery Strategy as mandated by State of Georgia, House Bill 489; and

WHEREAS, the County and the City under Joint Resolution and Ordinance No. 03-R171 (City) and No. 03-017 (County) adopted an Amendment to the above-stated Service Delivery Strategy; and

WHEREAS, in accordance with O.C.G.A. §36-70-28 of the Service Delivery Strategy Act, all local strategies of the City and County have been reviewed and completely updated.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia and by the Board of Commissioners of the City of Albany, Georgia and it is hereby resolved by Authority of same as follows:

SECTION I. The previously adopted Service Delivery Strategy between the County and the City under Joint Resolution and Ordinance No. 99-R171 (City) and No. 99-019 (County) is hereby repealed.

SECTION II. The previously adopted Service Delivery Strategy Amendment, adopted by the City and the County under Joint Resolution and Ordinance No. 03-R171 (City) and 03-017 (County) is hereby repealed.

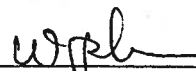
SECTION III. The updated Service Delivery Strategy of the County and the City, a copy of which is attached hereto and incorporated herein by reference as fully as if set forth verbatim, is hereby approved and adopted. The Chairman of the Board of Commissioners of Dougherty County, Georgia and the Mayor of the City of Albany, Georgia are hereby authorized to execute any and all certifications and other documents necessary to complete the adoption of the updated Service Delivery Strategy. The County Administrator of Dougherty County, Georgia and the City Manager of the City of Albany, Georgia are hereby authorized to execute any and all necessary documents, including, but not limited to, the Summary of Service Delivery Arrangements, in order to complete the adoption of the updated Service Delivery Strategy.

SECTION IV. All County Resolutions or parts of County Resolutions and all City Ordinances or parts of City Ordinances in conflict herewith are hereby repealed.

SECTION V. This Joint Resolution and Ordinance will take effect on the date of adoption by the Board of Commissioners of Dougherty County, Georgia and by the Board of Commissioners of the City of Albany, Georgia and when approved and accepted by the Georgia Department of Community Affairs.

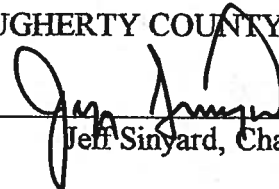
BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA

APPROVED AS TO FORM:



W. Spencer Lee, IV, County Attorney

BY:



Jeff Sinyard, Chairman

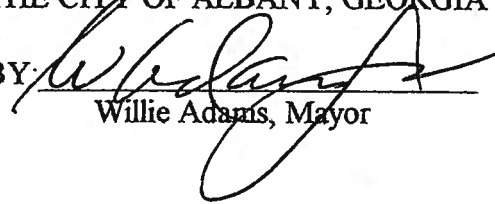
BOARD OF COMMISSIONERS OF
THE CITY OF ALBANY, GEORGIA

APPROVED AS TO FORM:



Nathan Davis, City Attorney

BY:



Willie Adams, Mayor

County Resolution Number: 06-025
Adopted: June 19, 2006

City Ordinance Number: 06-118
Adopted: June 28, 2006

**PROCESS FOR THE PROVISION OF EXTRATERRITORIAL
WATER AND SEWER SERVICES**

It is the intent to establish a formal process whereby the provision of new extraterritorial water and sewer services shall be consistent with all applicable land use plans and ordinances so as to meet both the requirements of law and the guidelines outlined in the Georgia Service Delivery Act.

1. Prior to initiating any extension of water or sewer services outside City boundaries, the City will notify Dougherty County of the proposed extension. The notification will include, at a minimum, information on location of property, size of the proposed extension, proposed purpose of the extension (i.e. proposed change in land use) and the current land use and zoning classification. Notification of the county shall be achieved by delivery of the required information to the County Administrator.

Concurrent with the notification to the county, the city will forward the proposed extraterritorial extension data required above to the Albany Dougherty Planning Commission for its review and recommendation. The Planning Commission's recommendation will be given full and complete consideration in the extraterritorial water and sewer services extension process.

2. Within fifteen working days following receipt of the above information, the county will forward to the city a statement:
 - a. Indicating that the county has no objection to the proposed extraterritorial water or sewer extension and its consistency with land use; or
 - b. Describing its objection to the proposed water or sewer extension or land use consistency, and providing supporting information including a listing of any possible stipulations or conditions that would alleviate the county's objections;
3. If the county has no objection, or fails to respond within the aforementioned timeframe, then the city is free to proceed with the provision of the service.
4. If the county notifies the city that it has an objection, the city will respond to the county in writing within fifteen working days by either:
 - a. agreeing with the county and stopping action on the proposed extraterritorial water or sewer extension; or
 - b. agreeing to implement the county's stipulations and conditions and thereby

resolving the county's objection.

- c. initiating a 30-day (maximum) mediation process to discuss possible compromises; or
- d. disagreeing that the county's objection is bona fide and notifying the county that the city will seek a declaratory judgment.

If the city initiates 4.c. Mediation, the city and county will agree on a mediator, a mediation schedule, and participants in the mediation. The city and county shall agree to share equally any costs associated with mediation.

- 5. If no resolution of the county's objection results from the mediation, the city:
 - a. will abandon and not proceed with the proposed extension, or
 - b. will notify the county that the city will seek a declaratory judgement in court.
- 6. If the city and county reach agreement as described in step 4.b. or 4.c., the City is free to proceed with the extraterritorial service.



**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: Dougherty

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.

Through negotiation as established in the attached joint resolution and through the joint Comprehensive Plan.

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?

See Joint Resolution of the City and County.

5. Person completing form: Richard Crowdis

Phone number: 229-431-2121

Date completed: 06/28/06

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:

A JOINT RESOLUTION
ENTITLED

98-018
98-R186 City

A JOINT RESOLUTION OF DOUGHERTY COUNTY,
GEORGIA, AND THE CITY OF ALBANY, GEORGIA,
PROVIDING FOR A PROCESS FOR RESOLVING LAND
USE DISPUTES OVER ANNEXATION; REPEALING
PRIOR RESOLUTIONS IN CONFLICT; AND FOR
OTHER PURPOSES.

WHEREAS, Dougherty County, Georgia, and the City of Albany, Georgia, agree to implement the following process for resolving land use disputes over annexation, which shall be effective July 1, 1998.

BE IT RESOLVED by the Board of Commissioners of Dougherty County, Georgia, and IT IS HEREBY RESOLVED by authority of same and BE IT RESOLVED by the Board of Commissioners of the City of Albany, Georgia, and IT IS HEREBY RESOLVED by authority of same:

SECTION I. Prior to initiating any formal annexation activities, the City will notify the County Government of a proposed annexation and provide information on location of property, size of area, and proposed land use or zoning classification(s)(if applicable) of the property upon annexation. This applies only if the zoning of the properties proposed for annexation is proposed to change from its County designation.

Within fifteen (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).

SECTION II. Should an application for rezoning be made and denied by the Dougherty County Commission on a parcel proposed for annexation within twelve months of its annexation, it shall not be considered for rezoning by the City until after twelve months after its denial by the Dougherty County Commission.

SECTION III. 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.

SECTION IV. If the County notifies the City that it has a bona fide land use classification objection(s), the City will respond to the County in writing within fifteen (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 judgment in court; or (d) initiating a thirty (30) day (maximum) mediation process to discuss possible compromises.

SECTION V. If the City initiates mediation, the City and County will agree on a mediator, mediation schedule and determine participants in the mediation. The City and County agree to share equally any costs associated with the mediation.

SECTION VI. 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.

SECTION VII. 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).

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 all parties for the duration of the annexation agreement. The agreement shall become final when signed by the City, the County, and the property owner(s).

SECTION VIII. This resolution shall become effective July 1, 1998.

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

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

CITY OF ALBANY, GEORGIA

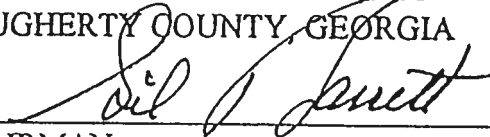
MAYOR

ATTEST:

Aue Whedde
CITY CLERK

Adopted: June 23, 1998

BOARD OF COMMISSIONERS OF
DOUGHERTY COUNTY, GEORGIA



CHAIRMAN

ATTEST:



COUNTY CLERK

Adopted: June 29, 1998



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 Dougherty 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.


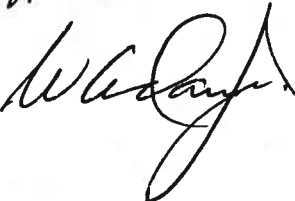
If Option B is selected, this form, signed by the appropriate local government representatives, must be submitted to DCA along with:

- 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:
	Jeff Sinyard	Chairman	Dougherty County	June 26, 2006
	Willie Adams	Mayor	City of Albany	June 28, 2006