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	SUMMARY	OF SERVICE DELIVERY ARRANGEMENTS	PAGE 2
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ounty:	Coffee Service: 911 Opera	tions	1. Mar 1. 199
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	Sovernment or Authority:	Funding Method:	
	Provider)	General Funds and Fees (phone customers)	
COOLS	, City of , City of	General Funds and Fees (phone customers) General Funds and Fees (phone customers)	
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	, City of	General Funds and Fees (phone customers)	

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

Same

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

Agreement Name:	<b>Contracting Parties:</b>	Effective and Ending Dates:
911 Service Agreement	Coffee & Ambrose, City of	06/06/91 - Perpetual
911 Service Agreement	Coffee & Broxton, City of	05/23/91 - Perpetual
911 Service Agreement	Coffee & Douglas, City of	11/12/90 - Perpetual
911 Service Agreement	Coffee & Nicholls, City of	06/03/91 - Perpetual

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)

#### RESOLUTION

WHEREAS, the Citizens of Douglas and Coffee County have respectfully requested that the Enhanced 911 Emergency Program be installed for our protection, safety and well being; and

WHEREAS, the citizens chose not to fund this program through the recent Special Option Sales Tax; and

WHEREAS, the Georgia General Assembly successfully passed an amendment to the Georgia Emergency Telephone Number "911" Service Act of 1977, during the 1990 Session of the assembly; and

WHEREAS, this act allows that local government can implement the Enhanced 911 Emergency Program through a vote or a public hearing of the citizens; and

WHEREAS, the overall feeling of the citizens, Mayor and Commission of the City of Douglas, as well as those of the citizens of Coffee County, is in support of this program; and

WHEREAS, the development of the Enhanced 911 Program has full support of the emergency agencies that operate within Douglas.

NOW THEREFORE, BE IT RESOLVED that the undersigned recommend and encourage the Coffee County Commissioners to develop an immediate plan to have a public hearing and ultimately bring this program "on-line" for all Coffee County citizens. Since all Coffee County residents, whether residing within one of the four municipalities or outside in the rural areas, are represented and governed by the Coffee County Commission. That the governing Board of Commissioners are hereby requested that the development, funding, staffing, equipping, housing and total operation of this 911E program be appropriately administered by the Coffee County Commission. That this program be brought into existence in an expeditious manner in order to serve the citizens of Coffee County.

Offered, read and adopted this the 12th day of November, 1990.

J C Adams, Mayor Ronnie Anderson ssioner Clinton Commissioner Robert Moore, Commissioner Buchan, Commissioner Derward Lac KD Elisha Harrell, Commissioner ohnnie Lee Roper, Commissioner ATTEST:

ne Fall 1en McFall, City Clerk Hayy

## A RESOLUTION ENDORSING AND SUPPORTING AN INTEGRATED E-911 SERVICE WITHIN COFFEE COUNTY, GEORGIA, AND THE CITY OF AMBROSE, GEORGIA

WHEREAS, the Mayor and City Council of the City of Ambrose, Georgia are aware that the citizens of Ambrose and Coffee County, Georgia, are desirous of having for the protectic of the population as a whole, an integrated, county-wide E-911 telephone system; and,

WHEREAS, the Mayor and City Council of the City of Ambrose, Georgia are desirous of avoiding the costs to the taxpayers of Coffee County which would be associated with having a special election to decide the question of whether such system should be implemented within Ambrose and Coffee County.

RESOLVED, that the IΤ THEREFORE, BE NOW, undersigned members of the governing authority of the City of Ambrose, Georgia, fully support and endorse the implementation of an, E-911 telephone calling system within the City of Ambrose, Georgia, and Coffee County, Georgia, the costs of all equipment, buildings, and personnel required for such system to be paid for from an Emergency Telephone System Fund to be maintained by Coffee County, Georgia in accordance with Official Code of Georgia Annotated \$46-5-134, the revenues of which fund shall be provided by the imposition within the City of Ambrose, Georgia, and Coffee County of a charge in the amount of \$1.50 per phone line per month, subject to the provisions of Official Code of Georgia Annotated §46-5-134 (d) (3).

DEWEY HAYES, JR. 105 S. MADISON AVENUE DOUGLAS, GEORGIA 31533 (912) 384-9330

State of the state of the

day of JUNB SO RESOLVED, this 4 1991. S BILLYRAYVILKERS ATTESTILF BERWADETTE EVANS CLERK EWEY HAYES, JR. MADISON AVENUE LAS, GEORGIA 31533 (912) 384-9330

### A RESOLUTION ENDORSING AND SUPPORTING AN INTEGRATED E-911 SERVICE WITHIN COFFEE COUNTY, GEORGIA, AND THE CITY OF NICHOLLS, GEORGIA

WHEREAS, the Mayor and City Council of the City of Nicholls, Georgia, are aware that the citizens of Nicholls and Coffee County, Georgia, are desirous of having for the protection of the population as a whole, an integrated, county-wide E-911 telephone system; and,

WHEREAS, the Mayor and City Council of the City of Nicholls, Georgia, are desirous of avoiding the costs to the taxpayers of Coffee County which would be associated with having a special election to decide the question of whether such system should be implemented within Nicholls and Coffee County.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned members of the governing authority of the City of Nicholls, Georgia, fully support and endorse the implementation of an E-911 telephone calling system within the City of Nicholls, Georgia, and Coffee County, Georgia, the costs of all equipment, buildings, and personnel required for such system to be paid for from an Emergency Telephone System Fund to be maintained by Coffee County, Georgia in accordance with Official Code of Georgia Annotated § 46-5-134, the revenues of which fund shall be provided by the imposition within the City of Nicholls, Georgia, and Coffee County of a charge in the amount of \$1.50 per phone line per month, subject to the provisions of Official Code of Georgia Annotated § 46-5-134 (d)(3).

SO RESOLVED, this the 3 day of una 1991. STREAT. Mayor LOTI E SASSER

A RESOLUTION ENDORSING AND SUPPORTING AN INTEGRATED E-911 SERVICE WITHIN COFFEE COUNTY, GEORGIA, AND THE CITY OF BROXTON, GEORGIA

and the second second

WHEREAS; the Mayor and City Council of the City of Broxton; Georgia; are aware that the Citizens of Broxton and Coffee County; Georgia, are desirous of having for the protection of the population as a whole; an integrated; county-wide E-911 telephone system; and

WHEREAS, the Mayor and City Council of the City of Broxton, Georgia, are desirous of avoiding the costs to the taxpayers of Coffee County; which would be associated with having a special election to decide the question of whether such system should be implemented within Broxton and Coffee County.

NOW THEREFORE, BE IT RESOLVED; that the undersigned members of the Governing Body of the City of Broxton; Georgia; fully support and endorse the implementation of an E-911 telephone calling system within the City of Broxton; Georgia; and Coffee County; Georgia; the cost of all equipment, buildings, and personnel required for such system to be paid for from an Emergency Telephone System Fund to be maintained by Coffee County; Georgia, in accordance with Official Code of Georgia Annotated §46-5-134; the revenues of which fund shall be provided by the imposition within the City of Broxton; Georgia, and Coffee Crunty; of a charge in the amount of \$1.50 per phone line per menth, subject to the provisions of Official Code of Georgia Annotated §46-5-134 (d)(3). The imposition and collection of the E-911 charge as provided in this Resolution and the Resolution adopted by the Governing Body of Coffee County, Georgia, shall become effective at least 120 days following the date of the adoption of this Resolution.

SO RESOLVED this the 23 day of May 1991.

CITY OF BROXTON, GEORGIA

Revnolds Mavor

Leland Carter, Council Member

Sayn Wavne Thomas: Member Council

Member council

ATTEST:

Mildred Kight, Clerk

Monroe Wilson, Mayor Pro-Tempore

## CERTIFICATE

## GEORGIA, COFFEE COUNTY CITY OF BROXTON

I; the undersigned hereby certify that I am the Clerk for the City of Broxton; a Municipal Corporation in and for the State of Georgia; and that the attached document(s) (is) or (are) a true and exact copy of the originals which is of record at my office at City Hall and same has been duly and properly recorded in the Minutes of the City of Broxton at which time the document(s) (was) or (were) executed by the Governing Body of

SO CERTIFIED this the 2.3 day of May

19 91 Kight; C1 ta Clerk

(CITY SEAL)



#### 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: Coffee 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. (I	lf this box
is checked, identify the government, authority or organization providing the service.):	

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

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

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

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

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

Local Government	t or Authority:	Funding Method:	
Coffee County	(Provider)	General Funds	
Douglas, City of	(Provider)	General Funds	

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

City of Douglas provides service within its boundaries. Coffee County provides service for unincorporated area and also for the Cities of Ambrose, Broxton, and Nicholls.

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

imal Control Agreement	Coffee, all municipalities & Humane	01/01/04 - Perpetual
	Society	
· · · · · · · · · · · · · · · · · · ·		

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 384-3433</u>

\_\_\_\_ Date completed: \_\_05/10/07\_\_\_

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)

## ANIMAL CONTROL CONTRACT

This contract entered into this <u>6<sup>th</sup></u> day of <u>November</u> by and between City of Douglas, Georgia, hereinafter known as "City" and the Southeast Georgia Humane Society, Inc. (dba Douglas-Coffee County Humane Society), hereinafter known as "Humane Society."

For and in consideration of the sum of \$2,458.33 to be paid by "City" monthly to "Humane Society" beginning <u>January 1, 2004</u>. The monthly amount will be reviewed annually at the time of the "City" budget adoption.

This agreement shall automatically extend one year at a time unless either party notifies the other party at least 30 days in advance of the expiration of this agreement.

"Humane Society" agrees to:

- 1. Provide an animal control officer to work within the City of Douglas limits Monday through Friday between the hours of 9:00 a.m. and 6:00 p.m. providing all aspects of animal control.
- 2. Provide an on-call animal control officer to be available to handle calls between 6:00 p.m. and 9:00 a.m. Monday through Friday and on weekends. These after hour calls shall be limited to incidents involving vicious animals, injured animals, animal bites, dead animals and situations where animals are impeding the activities of law enforcement officers.

"City" will:

 Transfer all existing animal control equipment – cages, tongs, catch pole, dart gun, etc. to "Humane Society" for use in order to carry out city animal control services. If this contract is terminated, all equipment – cages, tongs, catch pole, dart gun, etc. – transferred to or purchased with "City" funds, shall be given back to "City."

Agreed to and signed this day, November 18, 2003

Max Lockwood, Mayor

Lamuel Moore, President Southeast Georgia Humane Society, Inc. (dba) Douglas-Coffee County Humane Society

ATTEST: Michelle Wilkerson, Oity Clerk

## LEASE AGREEMENT

## FOR THE OPERATION OF THE

## DOUGLAS-COFFEE COUNTY ANIMAL SHELTER

## AGREEMENT BETWEEN

## CITY OF DOUGLAS, GEORGIA AND DOUGLAS COFFEE COUNTY HUMANE SOCIETY

Ł

#### AGREEMENT

This agreement is entered into on this 30th day of June 2004. This agreement is for the period from July 1, 2004 and including June 30, 2006.

#### WITNESSETH

Whereas the City of Douglas now owns and operates the Animal Shelter located at 620 Iron Road in Douglas, GA 31535. Said shelter was funded by private and public dollars thru the Director of the Douglas Coffee County Humane Society (Society) and the City of Douglas (City).

### ARTICLE ONE

- Α. TERM Term of agreement shall be for two (2) years July 1, 2004 thru and including June 30, 2006, unless earlier terminated by either party with a minimum of thirty (30) days written notice.
- This agreement shall automatically extend one year at the time unless either party notifies the other party at least 30 days Β. in advance of the expiration date.
- C. <u>NEGOTIATIONS</u>

This contract was negotiated by the Board of Commissioners of the City of Douglas, thru its appointed City Manager and the Douglas Coffee County Humane Society thru its Board of Directors. The Board of Commissioners "City" and Board of Directors "Society" must agree on final contractual documents.

#### ARTICLE TWO

#### LEASED PREMISES

The property to be leased is described as the Animal Shelter, located on 620 Iron Road, Douglas, GA 31535.

#### ARTICLE THREE

## INTENTIONS OF AGREEMENT

The "Society" does hereby request that the operation of said shelter and surrounding grounds continue to be operated by the "Society".

The "City" does hereby agree they will compensate the "Society annually for services rendered in operating and managing said facility as per City annual budget with the FY05 compensation being \$44,206.

#### ARTICLE FOUR

## RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

- A. "Society" shall be responsible for the shelter and its day-today operations. "City" has authority over shelter via the "Society" and ordinances of "City".
- B. As per separate agreement, "Society" shall be responsible for animal collection and hauling animals to the shelter. Also, responsible for the hauling of dead animals from the shelter to appropriate location and disposition of such.
- C. "Society" shall maintain the shelter and all grounds inside the fence.
- D. "Society" shall be responsible for state and federal training and permits (relative to euthanasia and shelter operations and management).
- E. Insurance "Society" shall obtain and maintain continuously at all times during the term of this agreement, the following:
  - 1. General Comprehensive primary liability insurance, protecting "Society" and "City" against any including products and completed operations liability coverage, and all liability arising by reason of "Society" or its employees, agents or representatives. Minimum amount of \$1,000,000 per occurrence.

"Society" shall annually furnish the City with a Certificate of Insurance showing the City of Douglas as certificate holder <u>and</u> "additional insured" as respects to the operations of the named insured and as respects to the leased property.

- 2. Worker's Compensation for any employee, agent or representative of "Society".
- 3. "City" shall furnish all property insurance on shelter, since it remains in the city ownership (coverage for such as fire, wind and storm damage to shelter).
- F. "Society" shall employ necessary and appropriate individuals to effectively operate the shelter and serve the general population of this community.
- G. "Society" agrees to limit acceptance of animals, to the Douglas-Coffee County area.
- H. "Society" agrees to operate animal adoption spay and neuter programs at said shelter.

- I. "Society" agrees to encourage educational opportunities for local students, limited to Douglas-Coffee County area.
- J. "Society" agrees to operate within all ordinances, policies and procedures of the "City".
- K. "Society" shall have authority to operate shelter in the most efficient manner available. Thus they will set hours, determine the best plan for the shelter, etc., and agree to keep the "City" informed thru its City Manager.
- L. "City" agrees to pay "Society" based on annual budget, as approved by Board of Commissioners, in pro rata monthly payments.
- M. "Society" agrees to operate under the guidelines of Humane Society of the United States.
- N. "Society" will be responsible for securing or procuring all food, litter, etc., for shelter operations.
- O. "Society" dgrees to continue soliciting funds and grants from the general public or other agencies of government or volunteer groups or individuals for the purposes of operating, further developing or managing shelter.
- P. "Society" shall be responsible for all utilities of shelter.
- Q. "Society" shall be responsible to furnish and install all signs at shelter.
- R. "Society" shall inform city of any significant changes or improvements to the shelter, prior to improvements being started.
- S. "Society" shall fund any repairs under \$250 and "City" shall fund larger than \$250 improvements, if budgeted by Board of Commissioners.

#### ARTICLE FIVE

#### NONDISCRIMINATION

Notwithstanding any other provision of this provision of this Agreement, during the performance of this Agreement, "Society" or "City" shall not deny admittance to this facility based on the grounds of race, color, religion, sex, national origin, or disability.

#### ARTICLE SIX

#### TERMINATION

Either party may choose to terminate lease with thirty (30) days written notification to other party.

However, appropriate grounds or conditions must be shown in this written documentation.

Abandonment of the premises by the "Society" may be determined by the City Manager representing the "City" and evidenced by the Mayor and appropriate liaison commissioner of the city.

Recommendations shall be presented to entire Board of Commissioners for formal action.

Agreed to by the "City" thru its Mayor and City Commission at a meeting of this body on June 30, 2004, at City Hall of the CIty of Douglas.

Signed this' 30th day of June 2004.

TONY L. PAULK, I

MICHELLE WILKERSON CITY CLERK

JACKIE WILSON

JACKIE WILSON CITY MANAGER

AISON COMMISSIONER

JOHNNIE L. ROPER, SR.

Representing the "Society"

PRESIDENT LAMUEL MOORE

ATTEST:

SECRETARY HELEN ROBERTS

## COFFEE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING MONDAY, MAY 5, 2003 9:30 O'CLOCK A.M.

Coffee County Board of Commissioners met in regular session on Monday, May 5, 2003, at 9:30 o'clock A. M. with the following present: Chairman Frank Jackson, Commissioners Donnie Graham, Earl Brice, Vickers Smith and Glynn Tanner, County Attorney Lee Bagwell, Deputy Clerk Tracie Vickers and County Clerk Jo Ann Metts.

Chairman Jackson called meeting to order. Rev. Woodrow Gaskins gave the invocation followed by the pledge of allegiance to the flag by everyone.

Mr. Chris Kitchens, Code Enforcement Director, stated he had letter signed by Mr. Kenneth Burnam withdrawing his rezoning request of the 4.85 acres on Bud Hutcheson Road from A-F to R-2 at this time.

Commissioner Tanner made motion to approve minutes of pre-meeting work session held on Monday, April 17, 2003; regular meeting held on Monday, April 17, 2003; and work session held on Wednesday, April 23, 2003, and this was seconded by Commissioner Smith. All Commissioners unanimously agreed.

Chairman Jackson stated the low bid for copies was from Imagistics. Commissioner Tanner made motion to purchase copiers from Imagistics and this was seconded by Commissioner Smith. Commissioner Brice asked what had been changed from the last meeting. Chairman Jackson stated he had looked over the bids and they met the specifications. Commissioner Graham asked if there was a maintenance contract on the machines. Chairman Jackson stated there was a maintenance contract in the bid specifications. Commissioner Brice voted against the purchase of these copiers. Chairman Jackson and Commissioners Tanner, Smith, and Graham voted to purchase these copiers from Imagistics.

Chairman Jackson stated Mr. Larry English has requested approval of subdivision in Chatterton Farms. Commissioner Tanner made motion to deny this request and this was seconded by Commissioner Smith. Commissioners Graham and Brice opposed this motion. Chairman Jackson stated he had to go with the Commissioner from that district, District #2, and voted to deny this request.

Chairman Jackson stated the Douglas-Coffee County Humane Society had agreed to sign contract with County paying \$80,000 per year plus truck and equipment with a thirty day option to get in or out of the contract. Chairman Jackson stated they would be operating the shelter seven days a week twenty-four hours each day. Commissioner Tanner made motion to approve this contract and this was seconded by Commissioner Smith. All Commissioners unanimously agreed.

Chairman Jackson stated Transwaste Services, Inc. wanted to purchase an additional one acre of land at the landfill to build a maintenance shelter to work on their trucks. Chairman Jackson recommended a \$5,000 minimum bid with County Attorney Bagwell to handle this bid advertisement. Commissioner Graham made motion to advertise for bid of one acre of land near

the scales at the landfill for a minimum bid of \$5,000 and this was seconded by Commissioner Tanner. All Commissioners unanimously agreed.

Meeting adjourned at 9:40 o'clock A.M.

nn Thatta County Clerk

Thank Jard-Spri Thairman Chairman

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## ANIMAL CARE & CONTROL CONTRACT

This contract entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2003 by and between Coffee County, Georgia, hereinafter known as "COUNTY" and the Southeast Georgia Humane Society, Inc. (dba Douglas-Coffee County Humane Society), hereinafter known as "HUMANE SOCIETY."

For and in consideration of the sum of \$6,666.67 to be paid by "COUNTY" monthly to "HUMANE SOCIETY" beginning June 1, 2003. The monthly amount will be reviewed annually at the time of the County Budget adoption. "HUMANE SOCIETY" agrees to submit it's budget to "COUNTY" prior to County Budget adoption

This contract shall continue in full force and effect until December 31,2003 unless terminated by either party. Termination shall be at will and notice of intent shall be mailed 30 days prior to termination date.

"HUMANE SOCIETY" agrees to provide animal control throughout Coffee County, excluding the City of Douglas, at the level of services indicated below.

### "HUMANE SOCIETY" will:

- 1. Enforce all federal, state and local laws which pertain to animals and birds. Enforcement shall include prosecution of all cases made for violation of said laws/ordinances and animal abuse cases.
- 2. Provide one animal control officer to work within the county Monday through Friday between the hours of 9:00 a.m. and 6:00 p.m.
- 3. Provide animal control in the unincorporated areas of Coffee County.
- 4. Provide an on-call animal control officer to be available to handle calls between 6:00 p.m. and 9:00 a.m. Monday through Friday and on weekends. These after hours calls shall be limited to incidents involving vicious animals, injured animals, animal bites, and situations where animals are impeding the activities of law enforcement officers.
- 5. Enforce all health department ordinances regarding rabies control.
- 6. Keep full and complete records of all animals which are impounded at the Animal Shelter.
- 7. Provide a facility which meets all federal, state and local standards for animal care in an animal detention facility.
- 8. Provide for euthanasia and disposal of animals as provided by federal, state and local laws and ordinances.

# OUNTY" will:

- 1. Transfer all existing animal control supplies equipment and truck to "HUMANE SOCIETY" for use in order to carry out animal control services. If this contract is terminated, all supplies – equipment and truck – transferred to or purchased with "COUNTY" funds, shall be given back to "COUNTY."
- 2. Pay all landfill charges for animals transported to landfill by "HUMANE SOCIETY." (City of Douglas will pay for ½ of total trips to landfill.)

## Special Items for Initial Contract:

- 1. "COUNTY" will have truck being transferred to "HUMANE SOCIETY" checked by "COUNTY" mechanic to be sure said truck is in good mechanical condition and repairs made if needed.
- 2. "COUNTY" will clean, inside and out, said truck before transferred to "HUMANE SOCIETY".
- 3. Condition of said truck will be reviewed at the end of each year.

2003. Agreed to and signed this day,

Dank ackien

Frank Jackson, Chairman, Coffee County Commission

Lamuel Moore, President, Southeast Georgia Humane Society, Inc. (dba) Douglas-Coffee County Humane Society

## COFFEE COUNTY COMMISSIONERS SPECIAL CALLED MEETING TUESDAY, JANUARY 13, 2004 4:00 O'CLOCK P.M.

The Coffee County Board of Commissioners met for Special Called Meeting at 4:00 o'clock P.M. on Tuesday, January 13, 2004, in the Coffee County Commission Meeting Room with Chairman Frank Jackson presiding.

COMMISSIONERS PRESENT: Chairman Frank Jackson, Commissioners Earl Brice, Donnie Graham and Glynn Tanner. Commissioner Vickers Smith was absent.

STAFF PRESENT: County Finance Director Wesley Vickers, County Clerk Jo Ann Metts and County Attorney Keith Solomon.

Mr. Lamuel Moore, Douglas-Coffee County Humane Society, appeared before the Commission to answer questions in regard to the operation of the joint City/County Humane Society. Mr. Moore gave an update on the expenditures including the upgrading of the building and roofing repairs. Chairman Jackson asked how the humane society was operating as of today, Tuesday, January 13, 2004. Mr. Moore explained there were two kinds of calls:, animal control calls and animal information calls (which is an in-house service) and that only animal control calls were forwarded to the County Fire Department to Marcie Steed. Mr. Moore presented a breakdown of calls and expenditures for both the City of Douglas and Coffee County. Commissioner Graham asked Mr. Moore what he was asking the County for at this time and Mr. Moore stated they were asking for nothing that they had been called to the meeting, just the \$39,000 per year. At this time Commissioner Graham stated he did not feel the County should undertake this operation but should let humane society house the animals and County to have contract drawn up between Lamuel Moore and Coffee County. Commissioner Tanner stated he only wanted to do this for a six months trial period. Finance Director Vickers asked what the humane society expected of animal control officer. Mr. Moore stated the state mandated certain paperwork and that the county would take the calls and dispatch and the animal control officer would bring the animal to the humane society and would have to do nothing else. The county fire department would handle the paperwork at their office. Mr. Moore suggested keeping a log of where the traps were set and the times and dates they were checked and check the traps every twenty-four hours. Commissioner Brice asked for a copy of the State of Georgia regulations. Mr. Moore stated he would get a copy of these to each Commissioner. At this time County Attorney Solomon stated what was going to be put in the contract: \$39,000 per year with humane society to house all animals, county fire department to keep up with all paperwork and turn paperwork over to humane society when the animals are carried to the shelter, the humane society will handle all dead animals. Commissioner Tanner asked about the problems between Mr. Moore and county employees and Mr. Moore stated it was because the paperwork was not prepared properly. Commissioner Tanner stated we needed to run ad in the newspaper directing all animal control calls to the county fire department (Marcie Steed) from 8:00 o'clock A.M. until 5:00 o'clock P. M. A monthly profit and loss statement would be submitted to the Commissioners each month. Contract would be for six months with option to renew for an additional six months. Commissioner Graham made motion to stay with the humane society for six months trial period beginning January 1, 2004, with option to renew at the end of the six months period with all calls going to the county fire department, that the newspaper be notified that the fire department will answer these calls and dispatch animal control officer. This motion was seconded by Commissioner Brice. All Commissioners unanimously agreed. Chairman Jackson stated all the equipment that was turned over to the humane society had not been returned. Mr. Moore stated only one dog box was turned over to the humane society and that one was being used by the City and the one the City had was turned back over to the

County because it was in better shape and that two of the traps had been stolen. Finance Director asked about City calls and was informed they were routed through 911 as was the county calls after 5:00 o'clock P.M. Mr. Moore stated that Ms. Steed had been doing the paperwork for a week and one-half and signatures were on every thing and every thing was in order. Commissioner Brice asked if the budget had been adopted for animal control. County Finance Director Vickers stated the budget was \$100,000.00 and that he would prepare a line-item budget for this department. Ms. Helen Roberts stated she would like to get the contract prepared and signed in order for them to get their money.

Chairman Jackson adjourned meeting at 4:35 o'clock P.M.

Un Thelto

County Clerk

Hank Jackson Chairman

**Total Number of Animals:** 

City - 1,521 - 20%

County - 6,003 - 80%

# Percentage Breakdown of Total Expenses:

City - 49%

County - 49%

Humane Society - 2%

**Cost of County Animals Per Day:** 

6,003 divided by \$39,000\$6.50 divided by 4 days\$1.63 per day per animal

#### STATE OF GEORGIA COUNTY OF COFFEE

### AGREEMENT AND UNDERSTANDING

This Agreement and Understanding entered into this  $20^{44}$  day of January, 2004, by and between Coffee County, Georgia, a Political Subdivision (hereinafter referred to as "County") and Coffee County Humane Society (hereinafter referred to as "Society");

WHEREAS Society provides housing at their shelter in Coffee County for the animals of Coffee and Coffee provides monthly funding to Society in exchange therefore;

WHEREAS it is the desire of the parties to set forth in writing their understanding and agreement concerning this relationship;

THEREFORE, for and in consideration of the mutual promises, covenants and commitments herein made and for other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. County will pay to Society the monthly sum of \$3,250.00 beginning January, 2004 and continuing for a set term of six months through June, 2004; at the end of this fixed term, this agreement shall continue on a month to month basis until terminated in writing by either party; written notice of termination of this agreement shall be given at least thirty (30) days in advance of the termination date.

2. The responsibilities of County shall be:

a. to deliver the animals to the shelter of Society with the appropriate documentation, said documents to be provided by Society to County employees for such use;

b. to make available an employee at the Coffee County Fire Department or whereever designated by the Chairman of the Coffee County Commission, to receive and handle all animal control calls from 8:00 a.m. to 5:00 p.m. Monday through Friday of each week, excluding holidays; the contact person's name and phone number will be made available to Society for referencing calls, questions and concerns regarding animal control; at all other times of the day, calls for animal control will be received by 911 and routed to the appropriate person or department for response;

c. to provide the monthly support to Society as stated above.

3. The responsibilities of Society shall be:

a. to make available to the animal control employee of County the documents to be completed and returned to the shelter with the animal, and instructions for completion of the documents, if necessary;

b. to handle all animal informational calls that come to the Society;

c. to refer all animal control calls to the designated person and telephone number as supplied by County;

d. to properly dispose of all dead and euthanized animals;

e. to provide monthly P&L statements and a report detailing the number of animals turned over to Society monthly and a report showing the number of adopted, euthanized or claimed animals each month.

4. This agreement shall be binding on the parties and shall only be changed or amended in writing and signed by both parties.

Wherefore, the parties have set their hands and seals to this Agreement and Understanding, this day and year first above written.

COFFEE COUNTY, GEORGIA Bş

Its: Chairman

COFFEE COUNTY HUMANE SOCIETY non By: Him Its:

## COFFEE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING TUESDAY, JULY 6, 2004 9:35 O'CLOCK A.M. COMMISSIONERS' MEETING ROOM

Coffee County Board of Commissioners met in regular session on Tuesday, July 6, 2004, at 9:35 o'clock A.M. with the following present: Chairman Frank Jackson, Commissioners Earl Brice, Glynn Tanner, Donnie Graham and Vickers Smith, County Attorney Keith Solomon, County Finance Director Wesley Vickers and County Clerk Jo Ann Metts.

Chairman Jackson called meeting to order and everyone participated in the Lord's Prayer and the pledge of allegiance to the flag of the United States of America led by Mr. Bill Evans.

Chairman Jackson announced the City of Douglas was awarded a National Main Street City at the annual Georgia Municipal Association meeting and stated this was the first time Douglas had received this honor in seventeen years.

Chairman Jackson announced Ms. Renee Roberson, Coffee High FCCLA, was in attendance with three state winners in FCCLA Interpersonal Communication and stated these girls were going to National competition in Chicago, Illinois, on July 10-16, 2004. Chairman Jackson, on behalf of all the Commissioners, presented plaques of appreciation to Ms. Monica Roper, Ms. Sederia Robinson and Ms. Shameka Ross and wished them well on their trip to National competition.

Chief Ralph Jowers announced two of the county firemen, David Metts and Raymond Johns, had received Certificates for Mod I, II, and III from the Georgia Fire Academy.

Chairman Jackson announced the Coffee County 4-H Shotgun team had won National competition and would be recognized at the next Commissioners' meeting.

Commissioner Graham made motion to approve minutes of pre-meeting work session and regular meeting held on June 21, 2004, and this was seconded by Commissioner Tanner. All Commissioners unanimously agreed.

Commissioner Tanner made motion to approve agenda and this was seconded by Commissioner Graham. All Commissioners unanimously agreed.

Chairman Jackson stated bids were received on the following roads:

George Ashley Griffin Road	
Douglas Asphalt Company	\$142,835.96
Ross of Georgia	\$187,603.06
Timber Trail	
Douglas Asphalt Company	\$173,675.00
Ross of Georgia	\$147,324.12
Trotter/Cobblestone	
Douglas Asphalt Company	\$274,587.00
Ross of Georgia	\$280,048.04

Commissioner Tanner made motion to go with the low bid on the above-named roads and this was seconded by Commissioner Brice. All Commissioners unanimously agreed.

Chairman Jackson stated bids were received on Meadowbrook Plantation, Pecan Court, Pine Trail and Hill Top Road from the following:

Ind Ind Top Role none one to B		
Douglas Asphalt Company	\$162,587.00	
Ross of Georgia	\$164,458.59	

Commissioner Brice made motion to accept low bid from Douglas Asphalt Company and this was seconded by Commissioner Smith. All Commissioners unanimously agreed.

Chairman Jackson stated only one bid was received on Red Clay #1, #2 and Mayberry Lane: Douglas Asphalt Company \$608,849.65

Commissioner Brice made motion to accept this bid from Douglas Asphalt Company and this was seconded by Commissioner Graham. All Commissioners unanimously agreed.

Chairman Jackson stated bids were received on Race Track and Gladiator Roads from the following:

Douglas Asphalt Company	\$155,642.70
Ross of Georgia	\$140,729.95

Commissioner Tanner made motion to accept low bid from Ross of Georgia and this was seconded by Commissioner Brice. All Commissioners unanimously agreed.

Chairman Jackson stated only one bid was received on Fire Station:

Douglas Asphalt Company \$61,355.30 Commissioner Tanner made motion to accept bid from Douglas Asphalt Company in the amount of \$61,355.30 and this was seconded by Commissioner Brice. All Commissioners unanimously agreed.

Chairman Jackson stated bids were received on re-surfacing Cross Road from the following:

Douglas Asphalt Company	\$87,798.20
Ross of Georgia	\$88,892.92

Commissioner Tanner made motion to accept low bid from Douglas Asphalt Company in the amount of \$87,798.20 and this was seconded by Commissioner Brice. All Commissioners unanimously agreed.

Chairman Jackson stated only one bid was received for the decell lane on Dewberry Road from the following:

Douglas Asphalt Company \$10,603.73 Commissioner Tanner made motion to accept this bid from Douglas Asphalt Company in the amount of \$10,603.73 and this was seconded by Commissioner Graham. All Commissioners unanimously agreed.

Chairman Jackson stated bids were received	I for Bushnell Church Road from the following:
Mitchell Paving Company	\$6,476.25
Burke Paving Company	\$6,971.74
Commissioner Tanner made motion to acce	pt low bid from Mitchell Paving Company in the
amount of \$6,476.25 and this was seconded	by Commissioner Smith. All Commissioners
unanimously agreed.	

Chairman Jackson stated Mr. Rudy Porter could not serve on the Regional Board of the Satilla Community M/H M/R S/A Board because he was an employee of the Department of Human Resources and another name needed to be submitted for this position. Commissioner Brice stated he did not know this was where Mr. Porter was employed and made motion to table this matter and this was seconded by Commissioner Tanner. All Commissioners unanimously agreed.

Chairman Jackson stated the animal contract with the Douglas-Coffee County Humane Society needed renewing. The Humane Society had requested an additional \$850.00 for the disposal of these animals making the contribution in the amount of \$39,850.00. Commissioner Tanner made motion to renew this contract with the additional expenses of \$850.00 and this was seconded by Commissioner Brice. All Commissioners unanimously agreed.

Ms. Cindy Taylor appeared before the Commission inquiring into the time her road would be paved. Commissioners informed Ms. Taylor that as soon as the notice to proceed was signed the contractor had 180 days to complete the project. Mr. C. A. Veal, Projects Manager, stated he was trying to get some state funds on this project.

Sheriff Smith appeared before the Commission informing everyone that the Fourth of July had been safe for the citizens of Coffee County.

Meeting adjourned at 9:54 o'clock A.M.

County Clerk

tackson



### 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: Coffee Service: Code Enforcement/Inspection

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

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

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

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

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

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

Local Government or Authority: Funding Method:

	- unuing trettiou.
Coffee County (Provider)	General Funds and Fees
Douglas, City of (Provider)	General Funds and Fees
soughus, only or (riovider)	General Funds and Fees
L	

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

Waiting for further discussion regarding plan consolidation.

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

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

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

None

7. Person completing form: Dale Batten

Phone number: (912) 389-3433

Date completed: 05/10/07

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



#### 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: Coffee Service: Election Services

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

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

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

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

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

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

Local Government or Authority:	Funding Method:
Coffee County (Provider)	General Funds and Qualifying fees
Ambrose, City of (Provider)	General Funds and Qualifying fees
Broxton, City of (Provider)	General Funds and Qualifying fees
Douglas, City of (Provider)	General Funds and Qualifying fees
Nicholls, City of (Provider)	General Funds and Qualifying fees
Coffee County Election Board	General Funds and Qualifying fees

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

Local legislation created election board that oversees all elections in the county. Local legislature pending consolidating all municipal elections under the Coffee County Election Board.

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

Agreement Name:	<b>Contracting Parties:</b>	Effective and Ending Dates:
City of Douglas	Coffee County Board of Elections	03/12/07 - 12/31/07
	And Registration	
Coffee 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?

Currently, each municipality conducts their own municipal elections. For county-wide elections, the municipalities provide a precinct building to the Probate Judge/County.

7. Person completing form: Dale Batten

Phone number: (912) 389-3433

Date completed: 05/10/07

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)
# COFFEE CO BOARD OF ELECTIONS & REGISTRATION COFFEE COUNTY COURTHOUSE

**101 S. PETERSON AVENUE** 

# DOUGLAS, GA 31533

Judy T. Foskey, Chairperson C. T. Peavy, Co-Chairperson Ann B. Carver, Board

(912) 384-7018 FAX (912) 384-1343 Kimberly Evans, Election Supervisor Aubrey Fallin, Board Joe Reliford, Board

Re: Douglas Municipal Election

The City of Douglas ("The City") has requested the Election Supervisor to conduct the Douglas Municipal Election to be held on November 6, 2007. The Election Supervisor will conduct such election on the following terms and conditions.

1. The Coffee County Board of Elections and Registration shall be the Superintendent of Elections as defined by applicable law in all respects for such election, and shall be available to oversee said municipal election.

2. The Election Supervisor will qualify candidates for such election and receive such qualifying fees in amounts to be set by the City as required by applicable law. These qualifying fees will be made payable to Coffee County Commissioners and credited to the City against the cost of the conduct of the election.

3. The Election Supervisor will conduct the election in all respects as required by the election laws set forth in Title 21 of the Official Code of Georgia Annotated.

4. The Election Supervisor will receive and act on all matters regarding qualification and/or disqualification of any person seeking to hold public office including any challenges under O.C.G.A. § 21-2-6, the Constitution of the State of Georgia or any other applicable law or ordinance and/or any other applicable law or ordinance. The Board of Elections will be advised on any such actions.

5. Upon the completion of the election and any subsequent run off or rerun election, the Election Supervisor will invoice the City for all costs and expenses reasonably incurred in connection with the conduct of the election.

6. City agrees to release, indemnify and hold County harmless, the Board of Elections and Registration and their Agents and employees from and against any and all loss, damage, injury, claims, expenses, and demands arising out of or connected in any way with the conduct of the election, which are not occasioned by any illegal conduct on the part of the County or its Board of Elections and Registration and their Agents and employees.

7. The costs chargeable to City, and their methods of calculation, are set out below:

- City will also pay 100% of the county's cost for poll workers, including Advance Voting week;
- City will pay \$200 for the services of Scott Bush for delivery and set up of voting equipment for Advance Voting and Election Day;
- City will pay \$10.00 per hour/per person for any Board Members who work Election Day, not to exceed \$500 total;
- 4) City will pay for all cost of printing of ballots;
- 5) City will pay \$1.00/per absentee ballot mailed out by the Election Supervisor;
  6) City will pay \$5,000.00 for the election supervisory duties performed by the Election Supervisor; and
- City will pay the actual cost for any other expense which may include, but is not limited to:
  - a) Poll worker training;
  - b) Any cost for Advertising;
  - c) Phone service to polling location; and
  - d) Any other necessary expense incurred.

8. The City Clerk and City's Registrar will be involved in Elections with the following:

a) When L&A is taking place;

b) Recommendation of pay and the selection of Poll Managers & Poll workers;

c) Observation in Advance Voting & Express Polls;

d) City's Registrar will help verify and settle discrepancies at the County Office on Election Day;

e) City Clerk will observe and help at all times with the County Supervisor of Elections.

9. The City will remit payment of such invoice within thirty (30) days of receipt of the same.

Please present this letter to the governing authority of the City for approval and have the Mayor and Commissioners execute their acceptance where indicated below.

We look forward to working with you.

Sincerely,

Judy T. Foskey, Chairman Coffee County Board of Elections and Registration

pelle Jans Kimberly Evans Election Supervisor

Agreed to and accepted this 12 day of 11 Cuck 2007 by the City of Douglas.

Tony L. Paulk I, Mayor

ATTEST:

Wynetta J. Gaskins, City Clerk

COFFEE CO ELECTIONS

# COFFEE COUNTY BOARD OF ELECTIONS & REGISTRATION COFFEE COUNTY COURTHOUSE 101 S. PETERSON AVENUE DOUGLAS, GA 31533

Judy T. Foskey, Chairperson Ann B. Carver, Co-Chairperson C. T. Peavy, Board

(912) 384-7018 FAX (912) 384-1343

Kimberly Gilliard, Election Supervisor Aubrey Fallin, Board Joe Reliford, Board

October 3, 2005

Re: <u>Nicholls</u> Municipal Election

Dear <u>Mrs. Diane Tanner</u>

The City of <u>Nicholls</u> ("The City") has requested the Election Supervisor to conduct the <u>Nicholls</u> Municipal Election to be held on <u>November 8</u>, 2005. The Election Supervisor will conduct such election on the following terms and conditions.

1. The Coffee County Board of Elections and Registration shall be the <u>Superintendent of Elections</u> as defined by applicable law in all respects for such election, and shall be available to oversee said municipal election.

2. The Election Supervisor will qualify candidates for such election and receive such qualifying fees in amounts to be set by the City as required by applicable law. These qualifying fees will be made payable to Coffee County Commissioners and credited to the City against the cost of the conduct of the election. (OMIT FOR 2005 ELECTION)

3. The Election Supervisor will conduct the election in all respects as required by the election laws set forth in Title 21 of the Official Code of Georgia Annotated.

4. The Election Supervisor will receive and act on all matters regarding qualification and/or disqualification of any person seeking to hold public office including any challenges under O.C.G.A. § 21-2-6, the Constitution of the State of Georgia or any other applicable law or ordinance and/or  $a_{1,y}$  other applicable law or ordinance. The Board of Elections will be advised on any such actions.

5. Upon the completion of the election and any subsequent run off or rerun election, the Election Supervisor will invoice the City for all costs and expenses reasonably incurred in connection with the conduct of the election.

6. The City will remit payment of such invoice within thirty (30) days of receipt of the same.

Please present this letter to the governing authority of the City for approval and have the Mayor and Council execute their acceptance where indicated below.

We look forward to working with you.

Sincerely,

Judy T. Foskey, Chairman Coffee County Board of Elections and Registration

Ki periv G rd

Election Supervisor

Agreed to and accepted this <u>3</u>	day of October, 2005 by the City of
--------------------------------------	-------------------------------------

Cound

Non Council

Lamastus Jaylor ouncil Council

Council

# COFFEE COUNTY BOARD OF ELECTIONS & REGISTRATION COMMENT COUNTY COURTHOUSE 101 S. PETERSON AVENUE DOUGLAS, GA 31533

Judy T. Foskey, Chaliperson Ann B. Carver, Co-Chairperson C. T. Peavy, Board

(912) 384-7018 FAX (912) 384-1343

Kimberly Gilllard, Election Supervisor Aubrey Fallin, Board Joe Reliford, Board

September 20, 2005

Re: Broxton Municipal Election

Dear Mrs. Tracy Lott

The City of <u>Broxton</u> ("The City") has requested the Election Supervisor to conduct the <u>Broxton</u> Municipal Election to be held on <u>November 8</u>, 2005. The Election Supervisor will conduct such election on the following terms and conditions.

1. The Coffee County Board of Elections and Registration shall be the <u>Superintendent of Elections</u> as defined by applicable law in all respects for such election, and shall be available to oversee said municipal election.

2. The Election Supervisor will qualify candidates for such election and receive such qualifying fees in amounts to be set by the City as required by applicable law. These qualifying fees will be made payable to Coffee County Commissioners and credited to the City against the cost of the conduct of the election. (OMIT FOR 2005 ELECTION)

3. The Election Supervisor will conduct the election in all respects as required by the election laws set forth in Title 21 of the Official Code of Georgia Annotated.

4. The Election Supervisor will receive and act on all matters regarding qualification and/or disqualification of any person seeking to hold public office including any challenges under O.C.G.A. § 21-2-6, the Constitution of the State of Georgia or any other applicable law or ordinance and/or any other applicable law or ordinance. The Board of Elections will be advised on any such actions.

5. Upon the completion of the election and any subsequent run off or rerun election, the Election Supervisor will invoice the City for all costs and expenses reasonably incurred in connection with the conduct of the election.

6. The City will remit payment of such invoice within thirty (30) days of receipt of the same.

Please present this letter to the governing authority of the City for approval and have the Mayor and Council execute their acceptance where indicated below.

We look forward to working with you.

Sincerely,

Judy Foskey, Chairman

Conee County Board of Elections and Registration

Kimberly Gillia

Election Supervisor

Agreed to and accepted this <u>5th</u> day of <u>October</u> 2005 by the City of Broxton <u>Broxton</u> <u>Adam Markey</u> <u>Mayor</u> <u>Magor</u> <u>Council</u> <u>Council</u> <u>Adam Mines</u> <u>Council</u> <u>Council</u>



# 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: Coffee Service: Emergency Management Agency

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

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

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

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

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

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

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

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

Local Government or Authority:	Funding Method:
Coffee County (Provider)	General Funds and GEMA Grant

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

Information forthcoming.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Resolution # 03-22-93.2	Coffee County & Douglas, City of	05/03/93 - Perpetual
(attached)		cercerse - I ci petual
	and the second sec	

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: \_05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)

# 03-22-93.2

### RESOLUTION

WHEREAS, the Coffee County Board of Commissioners "County" and the Mayor and Commission of the City of Douglas "City" have discussed the need to reduce duplication of services and to reduce the joint sponsorship of such activities; and

WHEREAS, the two governing authority's have agreed to consider such reduction of duplication of programs as cost saving measures to its citizens; and

WHEREAS, the two governing authorities agree that the Emergency Management Agency should be a county funded function and that the Douglas Municipal Airport should be a municipal function; and

WHEREAS, the "City" agrees to furnish a facility to house the EMA offices and the "County" agrees to assist with operations of the airport such as clearing of debris and road construction.

This agreement does not address major capital expenditures. Should major capital needs arise it is agreed by both bodies to discuss, on a case by case basis.

Agreed on the <u>3rd</u> day of <u>May</u>, 1993. Offered, read and adopted as noted below.

ADOPTED BYCITY MARCH 22, 1993

FOR AND ON BEHALF OF:

COFFEE COUNTY BOARD OF COMMISSIONERS

Johnny Wayne Jowers, Chairman

Clerk Ann Metts, <u>5-3-93</u> DATE

CITY OF DOUGLAS

Derward Buchan, Mayor

Hayvene McFal

5-4-93



### 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: Coffee 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.):
- 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?

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

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

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

Local Government or Authority:	Funding Method:	
Coffee County (Provider)	General Funds	
Ambrose, City of (Provider)	General Funds	
Broxton, City of (Provider)	General Funds	
Douglas, City of (Provider)	General Funds	
Nicholls, City of (Provider)	General Funds	

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

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

Agreement Name:	<b>Contracting Parties:</b>	<b>Effective and Ending Dates:</b>
Intergovernmental Contract By	City of Douglas and Coffee	05/04/2004 - 05/03/2054
And Between	County for Fire Service	(50 year agreement)
		and a second second second second second

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?

Mutual Aid Agreement in written form were passed and adopted on 03/05/99. 07/01/00 is the date set for a county-wide fire protection agreement.

7. Person completing form: Dale Batten

Phone number: (912) 389-3433 Date completed: 05/10/07

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: <u>Tony L. Paulk I, Mayor (912) 389-3401</u>

PAGE 2 (continued)

STATE OF GEORGIA COUNTY OF COFFEE

### INTERGOVERNMENTAL CONTRACT BY AND BETWEEN CITY OF DOUGLAS AND COFFEE COUNTY FOR FIRE SERVICE

This INTERGOVERNMENTAL CONTRACT, made and entered into this <u>4</u><sup>ck</sup> day of May, 2004, by and between COFFEE COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as "County"), and the CITY OF DOUGLAS, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia (hereinafter referred to as "City").

WHEREAS, County and City are authorized pursuant to Article IX, Section III, Paragraph I of the Constitution of Georgia to enter into an intergovernmental contract for a period not to exceed fifty (50) years;

WHEREAS, County and City shall each establish and operate their own fire departments and desire to enter into a contract to memorialize their agreement for mutual fire services and for other reasons;

THEREFORE, for and in consideration of the mutual benefits flowing from one party to the other, for the mutual promises and agreements herein contained, and for other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

# I. OBLIGATIONS OF COUNTY and CITY

A. County will provide to City, for City's use, County

firetruck #6 for the truck to remain located at the City's Baker Highway Fire Station. City will provide to County, for County's use, City's old rescue truck. County's title to firetruck #6 is unencumered; City's title to rescue truck is encumbered; at the time both titles are unencumbered, the titles will be exchanged.

B. County and City shall provide insurance on the vehicles they hold title to; at such time as the titles are exchanged, each shall adjust their insurance coverage accordingly.

C. County will provide twelve (12) second response fire or rescue calls to City per year at no cost; "per year" is defined as twelve (12) for 2004, and twelve (12) for each calendar year hereafter until termination of this contract; likewise, City will provide twelve (12) second response fire or rescue calls to County per year at no cost; "per year" is defined as twelve (12) for 2004, and twelve (12) for each calendar year hereafter until termination of this contact.

D. County will reimburse to City and City will reimburse to County the cost of second responses for fire and rescue for all calls exceeding twelve (12) per year as defined in the aforesaid paragraph. The established and agreed upon rate for reimbursement shall be \$435.00 per fire call and \$217.50 per rescue call. The parties will settle the annual charges to be paid by paying said sums in full to the receiving party on or before January 31st of the year following the year the charges are incurred.

E. County and City are currently operating a joint fire department pursuant to a contract which terminated on April 25, 2004; County will pay to City, simultaneously with the execution of this contract, its prorated amount of the annual \$143,694 payment as stated in the former contract through April 25, 2004; following this payment, County will no longer be obligated to pay City for fire service, except as provided for in this agreement.

F. County may continue to load its fire trucks with water from City for free for one year from the date of this agreement; thereafter, should County need to obtain water from City, a negotiated rate for the water shall be agreed upon by the City Manager and County Finance Director. In non-emergency situations, County will use water from the Gordon Street Fire Station and the City fire personnel located there shall record water used by the County. In emergency situations, County may load water from any City hydrant; in this case, County firemen shall report water used to the Gordon Street Station as soon as possible.

G. County and City currently utilize the same radio frequency; they shall continue to do so unless either party notifies the other of discontinuance of this radio frequency upon ninety (90) days written notice.

H. City agrees for any of their firemen to work as a volunteer fireman in the County, so long as it is not in a position of Chief or Assistant Chief of the volunteer fire station.

I. County and City agree that when a call is questionable as to who is the first responder and who is the second responder on the City Perimeter, both parties will respond when called by 911, at no cost.

# II. TERM OF AGREEMENT and EFFECTIVE DATE.

A. The term of this agreement shall be for a period beginning the effective date hereof and continuing through December
31, 2007. The effective date of this agreement is April 26, 2004.

B. This agreement shall automatically renew and continue on a month to month basis after the termination of the initial period until a written termination is given by either party upon ninety (90) days written notice.

# III. MISCELLANEOUS PROVISIONS.

A. Time is of the essence in the performance of this Agreement.

B. This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to fire services between County and City. Any alterations or amendments to this Agreement shall be invalid unless made in writing and executed by both parties.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be duly enacted, executed and attested, this the day and year above written.

# (SIGNATURES ON NEXT PAGE)

GEORGIA. COFFEE COUNTY By: Chairman

ATTEST mette Clerk

CITY OF DOUGLAS, DEORGIA By: Mayo

ATTEST: Michelli Williss

### MUTUAL AID AGREEMENT BETWEEN SAID COUNTIES

This Mutual Aid Agreement entered into this <u>3</u>, day of <u>MARCH</u> 19<u>99</u>, provides that <u>DOUGLAS FIRE DEPARTMENT</u> AND <u>AMBROSE</u> FIRE DEPARTMENT will assist each other in times deemed <u>necessary</u> <u>and appropriate</u>, such as <u>EMERGENCY</u> SITUATIONS.<u>Necessary</u> and <u>appropriate</u> times for assistance would be incidents to include, but not limited to:

WHEREAS, it is mutually deemed sound, desirable, practical and beneficial for the parties to the agreement to render assistance to each other in accordance with these terms:

- 1. Whenever it is deemed advisable by the Chief of a fire department belonging to a party to this agreement or by the Chief of any fire department actually present at any fire, to request fire fighting assistance under the terms of this agreement, he is authorized to do so, and the senior officer on duty at the fire department receiving the request shall contact the Chief before the following action can be taken:
  - a. Immediately determined of apparatus and personnel can be spared in response to the call.
  - b. What apparatus and personnel might most effectively be dispatched.
  - c. The exact mission to be assigned in accordance with the detailed plans and procedure of operation drawn in accordance with this agreement by the technical heads of the fire departments involved.
  - d. Forthwith dispatch such apparatus and personnel as, in the judgement of the Chief, should be sent, with complete instructions as to the mission, in accordance with the terms of this agreement.
- 2. The rendering of assistance under the terms of this agreement shall not be mandatory. Nothing contained herein shall require the parties to this agreement to render assistance if in the opinion of the Chief such action will endanger the quality of service within his area of responsibility. However, the party receiving the request for assistance shall immediately inform the requesting part if any reason the request cannot be granted.
- 3. The technical head of the fire department of the requesting service shall assume full charge of the operations, but if he specifically request a senior officer of the fire department, furnishing assistance to assist/assume command, he shall not, be relieved of his responsibility for the operation.

- 4. The chief's of the fire departments and personnel of the fire departments of both parties to this agreement are invited and encouraged, reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements, and as feasible, to jointly conduct pre-fire planning inspections and drills.
- 5. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
- 6. This agreement shall become effective upon the date hereto and shall remain in full force and effect until canceled by mutual agreement of the parties hereto or written notice by one party, giving thirty (30) days notice of said cancellation.
- 7. This AGREEMENT does not make the responding service liable for any charges incurred during the assistance to the requesting service. The REQUESTING SERVICE is liable for all charges incurred.
- 8. Any MODIFICATIONS to the terms of this agreement will be considered null and void unless an agreement is signed by both parties and affixed to the original agreement as an amendment.

This above mentioned parties hereby accept this MUTUAL AID AGREEMENT as reflected by the below signatures.

City Manager, City of Douglas, Ga.

Chief, City of Douglas, Ga. Fire Department

City official, City of Ambrose

Chief, City of Ambrose Fire Department

#### MUTUAL AID AGREEMENT BETWEEN SAID COUNTIES

This Mutual Aid Agreement entered into this <u>3</u>, day of <u>MARCH</u> 1999, provides that <u>DOUGLAS FIRE DEPARTMENT</u> AND <u>BROXTON</u> FIRE DEPARTMENT will assist each other in times deemed <u>necessary</u> and <u>appropriate</u>, such as <u>EMERGENCY</u> SITUATIONS.<u>Necessary</u> and <u>appropriate</u> times for assistance would be incidents to include, but not limited to:

WHEREAS, it is mutually deemed sound, desirable, practical and beneficial for the parties to the agreement to render assistance to each other in accordance with these terms:

- 1. Whenever it is deemed advisable by the Chief of a fire department belonging to a party to this agreement or by the Chief of any fire department actually present at any fire, to request fire fighting assistance under the terms of this agreement, he is authorized to do so, and the senior officer on duty at the fire department receiving the request shall contact the Chief before the following action can be taken:
  - a. Immediately determined of apparatus and personnel can be spared in response to the call.
  - b. What apparatus and personnel might most effectively be dispatched.
  - c. The exact mission to be assigned in accordance with the detailed plans and procedure of operation drawn in accordance with this agreement by the technical heads of the fire departments involved.
  - d. Forthwith dispatch such apparatus and personnel as, in the judgement of the Chief, should be sent, with complete instructions as to the mission, in accordance with the terms of this agreement.
- 2. The rendering of assistance under the terms of this agreement shall not be mandatory. Nothing contained herein shall require the parties to this agreement to render assistance if in the opinion of the Chief such action will endanger the quality of service within his area of responsibility. However, the party receiving the request for assistance shall immediately inform the requesting part if any reason the request cannot be granted.
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- 4. The chief's of the fire departments and personnel of the fire departments of both parties to this agreement are invited and encouraged, reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements, and as feasible, to jointly conduct pre-fire planning inspections and drills.
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This above mentioned parties hereby accept this MUTUAL AID AGREEMENT as reflected by the below signatures.

City Manager, City of Douglas, Ga.

nm City of Douglas, Ga. Fire Department elty official, City of BROKTON Chief, City of Fire Department

### MUTUAL AID AGREEMENT BETWEEN SAID COUNTIES

This Mutual Aid Agreement entered into this <u>3</u>, day of<u>MARCH</u> 1999, provides that <u>DOUGLAS FIRE DEPARTMENT</u> AND <u>NICHOLLS</u> FIRE DEPARTMENT will assist each other in times deemed <u>necessary</u> and <u>appropriate</u>, such as <u>EMERGENCY</u> SITUATIONS.<u>Necessary</u> and <u>appropriate</u> times for assistance would be incidents to include, but not limited to:

WHEREAS, it is mutually deemed sound, desirable, practical and beneficial for the parties to the agreement to render assistance to each other in accordance with these terms:

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- 4. The chief's of the fire departments and personnel of the fire departments of both parties to this agreement are invited and encouraged, reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements, and as feasible, to jointly conduct pre-fire planning inspections and drills.
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This above mentioned parties hereby accept this MUTUAL AID AGREEMENT as reflected by the below signatures.

City Manager, City of Douglas, Ga.

City of Douglas, Ga.

Fire Department

official, City of Ticholly

City of The Chlef,

Fire Department

### MUTUAL AID AGREEMENT BETWEEN SAID COUNTIES

This Mutual Aid Agreement entered into this <u>3</u>, day of <u>MARCH</u> 19<u>99</u>, provides that <u>DOUGLAS FIRE DEPARTMENT</u> AND <u>COFFEE COUNTY</u> FIRE DEPARTMENT will assist each other in times deemed <u>necessary</u> and <u>appropriate</u>, such as <u>EMERGENCY</u> SITUATIONS.<u>Necessary</u> and <u>appropriate</u> times for assistance would be incidents to include, but not limited to:

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  - a. Immediately determined of apparatus and personnel can be spared in response to the call.
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  - c. The exact mission to be assigned in accordance with the detailed plans and procedure of operation drawn in accordance with this agreement by the technical heads of the fire departments involved.
  - d. Forthwith dispatch such apparatus and personnel as, in the judgement of the Chief, should be sent, with complete instructions as to the mission, in accordance with the terms of this agreement.
- 2. The rendering of assistance under the terms of this agreement shall not be mandatory. Nothing contained herein shall require the parties to this agreement to render assistance if in the opinion of the Chief such action will endanger the quality of service within his area of responsibility. However, the party receiving the request for assistance shall immediately inform the requesting part if any reason the request cannot be granted.
- 3. The technical head of the fire department of the requesting service shall assume full charge of the operations, but if he specifically request a senior officer of the fire department, furnishing assistance to assist/assume command, he shall not, be relieved of his responsibility for the operation.

- 4. The chief's of the fire departments and personnel of the fire departments of both parties to this agreement are invited and encouraged, reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements, and as feasible, to jointly conduct pre-fire planning inspections and drills.
- 5. The technical heads of the fire departments of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.
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- 7. This AGREEMENT does not make the responding service liable for any charges incurred during the assistance to the requesting service. The REQUESTING SERVICE is liable for all charges incurred.
- 8. Any MODIFICATIONS to the terms of this agreement will be considered null and void unless an agreement is signed by both parties and affixed to the original agreement as an amendment.

This above mentioned parties hereby accept this MUTUAL AID AGREEMENT as reflected by the below signatures.

City Manager, City of Douglas, Ga.

V

Chief, City of Douglas, Ga. Fire Department

County official, County of\_\_\_\_

Chief, County 6f Coff

Fire Department



### 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: Coffee Service: Gas (Natural) Services

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

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

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

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

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

Local Government or Authority:	Funding Method:
Douglas, City of (Provider)	Fees

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

City of Douglas now provides gas for entire county, including unincorporated areas.

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

6	Agreement Name:		Contracting Parties:	Effective and Ending Dates:
			18	
			G <sup>332</sup> U	
		2		

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

\_ Date completed: \_05/10/07

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: <u>Tony L. Paulk I, Mayor, City of Douglas, (912) 389-3401</u>

PAGE 2 (continued)





- NATURAL GAS SERVICE OUTSIDE INCORPORATED BOUNDARY







### SERVICE DELIVERY STRATEGY

#### SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

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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: Coffee Service: Grants Administration

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

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

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

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

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

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

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

Local Government or Authority:	Funding Method:
Coffee County (Provider)	General Funds and Grants
Ambrose, City of (Provider)	General Funds and Grants
Broxton, City of (Provider)	General Funds and Grants
Douglas, City of (Provider)	General Funds and Grants
Nicholls, City of (Provider)	General Funds and Grants

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

County should hire someone to administer grants and capital projects.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



### 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: Coffee Service: Hospital/E.M.S.

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

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

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

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.).

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

New agreement forthcoming.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

\_ Date completed: \_05/10/07

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



### 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: Coffee Service: Main Street

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 u	nincorporated areas) b	y a single service provider.	(If this box
is checked, identify the government, auth	ority or organization provi	iding the service.):		

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

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

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

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

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

Local Government or Authority:	Funding Method:	
Douglas, City of (Provider)	General Fund	
Coffee County (Provider)	General Fund (\$15,000)	

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

New Service

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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?  $\Box$  Yes  $\boxtimes$  No

If not, provide designated contact person(s) and phone number(s) below: <u>Tony L. Paulk I, Mayor, City of Douglas (912) 389-3433</u>

PAGE 2 (continued)


### SERVICE DELIVERY STRATEGY

#### SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

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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: Coffee Service: Jail

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

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

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

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

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

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

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

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

Local Government or Authority:	Funding Method:	
Coffee County (Provider)	General Funds and Fines and SPLOST	
Broxton, City of	General Funds and Fines and SPLOST	
Douglas, City of	General Funds and Fines and SPLOST	
Nicholls, City of	General Funds and Fines and SPLOST	
Ambrose, City of	SPLOST	

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

Same

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

Coffee & Broxton, City of	03/06/90 - Perpetual
Coffee & Douglas, City of	12/15/75 Perpetual

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



### SERVICE DELIVERY STRATEGY

#### SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

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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: Coffee Service: Law Enforcement

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

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

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

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

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

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

Local Government or Authority:	Funding Method:	1 B
Coffee County (Provider)	General Funds and Fines	
Ambrose, City of	General Funds	
Broxton, City of (Provider)	General Funds and Fines	
Douglas, City of (Provider)	General Funds and Fines	
Nicholls, City of (Provider)	General Funds and Fines	

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

Coffee County Sheriff Department provides this service in Ambrose under an informal cost-sharing agreement.

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

Agreement Name:	<b>Contracting Parties:</b>	<b>Effective and Ending Dates:</b>
		and the president states and the

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u> Dat

Date completed: 05/10/07

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?  $\Box$  Yes  $\boxtimes$  No

PAGE 2 (continued)



### SERVICE DELIVERY STRATEGY

### SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

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County: Coffee Service: Library

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

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

- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.

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

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

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

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

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

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

Local Government or Authority:	Funding Method:
Coffee County (Provider)	General Funds
Ambrose, City of (Provider)	General Funds
Broxton, City of (Provider)	General Funds
Douglas, City of (Provider)	General Funds
Nicholls, City of (Provider)	General Funds
Coffee County Board of Education	General Funds

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

Same

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	and the second	and the fact that we have a second second

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

None

Currently, Satilla Regional Library contracts this service individually with each unit of government. In turn, each unit of government appoints members who serve on the Satilla Regional Library Board.

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



### SERVICE DELIVERY STRATEGY

# SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

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County: Coffee Service: Planning/Zoning

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 provide	r. (If	this box
is checked, identify the government, authority or organization providing the service.):		

- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
- 2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

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

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

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

Local Government or Authority: Funding Method:

Coffee County (Provider)	General Funds
Douglas, City of (Provider)	General Funds

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

Discuss plans for consolidation, if appropriate.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
	the second se	the set of

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

None

Currently, there is a Douglas/Coffee County Planning Commission which serves the entire county.

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



# SERVICE DELIVERY STRATEGY

#### SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

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### County: Coffee Service: Recreation

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

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

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

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

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

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

Local Government or Authority:	Funding Method:	
Coffee County (Provider) *Joint	General Funds and Fees	
Douglas, City of (Provider) *Joint	General Funds and Fees	

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

City of Douglas parks employees provide services county-wide. Coffee County pays 50 percent of cost. Citizens of Ambrose, Broxton, and Nicholls provide their own city parks, but are also allowed to use the services provided by City of Douglas and Coffee County. 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	<b>Contracting Parties:</b>	Effective and Ending Dates:	
Recreation Agreement	Coffee County and all of it's	07/01/05 - 07/01/06	
	Municipalities	(Renews annually)	
		and the second	

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)

# STATE OF GEORGIA COUNTY OF COFFEE CITY OF DOUGLAS

# AGREEMENT

THIS AGREEMENT, made and entered into on this the <u>6</u> day of <u>fume</u> 2005, by and between the COFFEE COUNTY COMMISSION (hereinafter referred to as "County") and the CITY OF DOUGLAS COMMISSION (hereinafter referred to as "City").

## WITNESSETH:

WHEREAS, the parties to this Agreement desire to contract with each other to establish and create a joint Douglas-Coffee County Parks and Recreation Commission for the purpose of advising the City and County on matters pertaining to parks and recreation in the City of Douglas and Coffee County, Georgia; to set out the manner in which the Douglas-Coffee County Parks and Recreation Commission shall be operated and to define the responsibilities and duties of the Douglas-Coffee County Parks and Recreation Commission, including but not limited to, the appointment of members to the Commission and the presentation and recommendation of the annual Parks and Recreation Budget to the City of Douglas and Coffee County Board of Commissioners, and for other purposes incidental thereto; and,

WHEREAS, the parties have determined it advisable to set down these agreements in writing.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and obligations contained herein, the parties hereto do hereby mutually agree as follows:

### SECTION 1

Established:

There shall be a joint Douglas-Coffee County Parks and Recreation Commission for the purpose of advising the City of Douglas and Coffee County Board of Commissions on matters pertaining to parks and recreation in the City of Douglas and Coffee County, Georgia.

# **SECTION 2**

EROME ADAMS ITORNEY AT LAW P.O. Box 1005 Douglas, GA 31534 lephone: 912-384-7109

Membership; term; appointments; organizations; vacancies; attendance:

A. The Parks and Recreation Commission shall consist of seven (7) citizens and five
(5) ex-officio members. All members must be 18 years of age or older. Three (3)

citizens shall be appointed by the Mayor and approved by the City of Douglas Board of Commissioners and three (3) citizens shall be appointed by the Coffee County Commission Chairman and approved by the Coffee County Board of Commissioners. One (1) citizen must be appointed jointly by the City and County Board of Commissioners. The five (5) non-voting ex-officio members shall be the Parks and Recreation Director, City Finance Director, County Finance Director, City Mayor or his designated Commission member and the County Commission Chairman or his designated Commission member.

- B. Members shall serve without compensation except for the furnishing of a meal on meeting nights, and shall serve for three (3) years or until their successor is appointed and qualified. In order to achieve staggered terms, initial appointments shall be: one City and one County appointee for one (1) year; one City and one County appointee for two (2) years; one City and one County appointee for three (3) years; and one appointee jointly appointed by the City and County for two (2) years. Members completing their term are eligible for reappointment. All appointments shall be made by December 31<sup>st</sup> of each appropriate year to take effect on January 1<sup>st</sup> of the following year.
- C. Vacancies on the commission occurring otherwise than by expiration of term shall be filled by the appropriate commission for the unexpired term.
- D. Members having more than three (3) unexcused absences in a row will be removed and replaced by the appointing Board.

# SECTION 3

Responsibilities and Duties:

- A. The Parks and Recreation Commission is authorized to establish policies for adoption by the City and County Board of Commissioners pertaining to facilities and programs under the direction of the Parks and Recreation Department.
- B. Such policies shall relate to such subjects as the Parks and Recreation Commission, its Committees and Staff deem necessary and appropriate.
- C. An official copy of such policies shall be on file in the Administrative Office of the Parks and Recreation Department.

# **SECTION 4**

The Parks and Recreation Commission shall perform the following functions:

- A. Elect a Chairperson, Vice-Chairperson and Secretary by unanimous vote of the Parks and Recreation Commission.
- B. Adopt by laws for the proper performance of its functions. These bylaws may not conflict with this Agreement.
- C. Advise the Board of City and County Commissioners in the development of a variety of innovative and quality programs and a variety of facilities to meet the needs of all of the citizens of Douglas and Coffee County.
- D. Assist the Board of City and County Commissioners by keeping the public informed and educated as to the importance of and the need for recreation programs, facilities and services.
- E. Advise and aid the Board of City and County Commissioners in maintaining an effective and efficient public relations program.
- F. Advise the Board of City and County Commissioners concerning public needs and desires for recreation programs, facilities and services.
- G. Advise and recommend to the City and County Board of Commissioners on the approval of the next fiscal year recreation budget excluding personnel issues which will be determined by the City of Douglas personnel and pay plans.
- H. Advise the Board of City and County Commissioners in the development of a sound financial plan.
- I. Advise the Board of City and County Commissioners in securing financial contributions and physical properties for the advancement of The Parks and Recreation Department.
- J. Recommend the fees for the use of City Park and Recreation Facilities and City/County Programs. Fee amounts to be set forth in the City's schedule of fees and charges.

# **SECTION 5**

# Deposit and Use of Funds:

All money received by the Douglas-Coffee County Parks and Recreation Commission from whatever source derived, shall be deposited with the Finance Officer of the City to the account of the Parks and Recreation Department to be used for the financing of the City/County Parks and Recreation Programs and Facilities. Any surplus funds that remain at the end of the fiscal year will be transferred to a Recreation Capital Improvement Fund and used for future capital needs as determined by the Recreation Commission and approved by the City of Douglas and Coffee County Commissioners. At no time will these surplus funds be returned to either the County or the City for General Operations.

Funding Requirements:

<b>Expenditures</b>	Percent To Be Shared
Recreation Administration	50%
Golf Course	50%
Pool	50%
Ceramics	50%
Special Activities	50%
Athletics	50%
Teen Center	50%
Wellness Center	50%
Arts Center	50%
Parks Maintenance	27.5%
Central Square	16.5%

The County agrees to fund the following budgeted Recreation expenditures:

The City agrees to offset the County's funding obligation as a percentage of revenue generated by the Recreation Department, including but not limited to the following:

Revenues	<u>Percent To Be Shared</u>	
Recreation Activity Fund	50%	
Central Square Revenue	16.5%	

-4-

The total recreation contribution by the County to the City will be further offset by\$6,850.00 which represents the salary and benefits paid to the City of Douglas Senior Citizen Director as it pertains to her work that directly deals with the Seniors Program. This dollar amount will be subject to annual approval by the Douglas-Coffee County Parks and Recreation Commission.

The County Commission by majority vote and the City Commission by majority vote must approve the annual Recreation budget submitted by the Recreation Commission and only after the budget is approved, will the County pay the City in monthly installments, the agreed upon total for that fiscal year.

# SECTION 6

Term:

The term of this Agreement shall be for the period of one (1) year beginning July1, 2005, and ending June 30, 2006. This Agreement shall automatically renew unless terminated in writing by either party; written notice of termination of the Agreement shall be given at least 60 days in advance of June 30<sup>th</sup>. Written notice shall be provided as follows:

Coffee County:

Chairman Coffee County Commission 101 South Peterson Avenue Douglas, Ga 31533

City of Douglas:

Mayor City of Douglas P. O. Box 470 Douglas, GA 31534 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials, the date and year first above written.

> COFFEE COUNTY BOARD OF COMMISSIONERS

By:

Earl L. Birce, Jr., Chairman

Attest:

Jo Ann Metts, County Clerk

**CITY OF DOUGLAS** 

By Tony J . Paulk I, Mayor

Attest:

Michelle W 'ilkerson, City 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: Coffee Service: Road/Street Maintenance

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

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

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

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

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

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

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

Local Government or Authority: Funding Method:

Coffee County (Provider)	General Funds, DOT, and SPLOST
Ambrose, City of (Provider)	General Funds, DOT and SPLOST
Broxton, City of (Provider)	General Funds, DOT and SPLOST
Douglas, City of (Provider)	General Funds, DOT and SPLOST
Nicholls, City of (Provider)	General Funds, DOT and SPLOST

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

SAME.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
······································		

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u> Date

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



### 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: Coffee Service: Solid Waste Collection/Disposal

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

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

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

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

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

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

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

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

Local Government or Authority:	Funding Method:
Coffee County (Provider)	User Fees to Private Contractor
Ambrose, City of (Provider)	User Fees to Private Contractor
Broxton, City of (Provider)	User Fees to Private Contractor
Douglas, City of (Provider)	User Fees to Private Contractor
Nicholls, City of (Provider)	User Fees to Private Contractor

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

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

Agreement Name:	<b>Contracting Parties:</b>	<b>Effective and Ending Dates:</b>
Waste Service Agreement	Coffee and S.W.M.A.C.C.	11/15/96 - 11/15/21
Waste Service Agreement	Douglas and S.W.M.A.C.C.	11/11/96 - 11/11/21
Waste Service Agreement	Broxton and S.W.M.A.C.C.	01/16/97 - 01/16/22
Waste Service Agreement	Nicholls and S.W.M.A.C.C.	01/16/97 - 01/16/22

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?

Coffee County and the Cities of Broxton, Douglas, and Nicholls, have all contracted individually with the "Solid Waste Management Authority of Crisp County."

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)

# RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is made and entered into this 23<sup>24</sup> day of 2004, by and between SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY, a public corporate and politic of the State of Georgia (the "Authority"), and CITY OF DOUGLAS, a political subdivision of the Sate of Georgia acting through its Board of Commissioners, (the "Participant").

# WITNESSTH

WHEREAS, the Authority and Participant entered into a Waste Service Agreement dated 20th day of November, 1996 ("the Original Agreement"), a true and correct copy of which is attached hereto as Exhibit 1 and

WHEREAS, under paragraph d. of Exhibit A of the Original Agreement, Authority agreed to provide curbside collection service for a period of five years from the date the Original Agreement commenced ("the Initial Period"); and

WHEREAS, the Initial Period has expired;

WHEREAS, Participant now desires to renew the curbside collection service for a new five year period ("the Renewal Period"); and

WHEREAS, Participant and Authority desire to enter into this Renewal Agreement in order to evidence their agreement to renew the curbside collection service for the Renewal Period;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Participant agree that Participant elects to renew the Authority's curbside collection services for the Renewal Period which shall begin on the date hereof and end five years from the date hereof. All of the terms of the Original Agreement remain in full force and effect except as amended herein.

SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY

By: (

Chairperson

(SEAL)

BOARD OF COMMISSIONERS OF CITY OF DOUGLAS

Mayor

(SEAL)

Withur  $\cap$ Attest: Clerk

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# WASTE SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this <u>llth</u> day of <u>November</u>, 1996, by and between the SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"), and CITY OF DOUGLAS, a Georgia Municipality acting through its Mayor and City Council,

# WITNESSETH

WHEREAS, the Authority plans to construct and operate a permitted municipal solid waste processing facility located in Crisp County, Georgia (the "Waste Processing Facility") and one or more Transfer Stations located outside of Crisp County, Georgia; and

WHEREAS, the Participant desires to grant the Authority the exclusive right to collect, deliver, transport, treat, and/or dispose all Waste Material produced by Covered Units within the Participant's Service Area; and

WHEREAS, the Participant has, prior to the execution of this Agreement, been performing the refuse collection and/or disposal services which the Authority is agreeing to perform pursuant to this Agreement. The Participant has been performing those services as one of its governmental functions and services to its citizens, and not primarily as a business enterprise or source of revenue; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county or municipality to contract with any public authority for the provision of facilities or services which the contracting parties are authorized by law to provide; and

WHEREAS, the Participant desires to enter into this Agreement with the Authority for the use of the facilities and services of the Authority;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Participant agree as follows:

1. <u>Term</u>. The term of this Agreement shall commence upon the completion of the construction of the Waste Processing Facility and the receipt by the Authority of all permits necessary to process Waste Material at said facility or July 1, 1998, whichever shall first occur, and shall end on the twentyfifth anniversary of the date of commencement. Authority anticipates that financing necessary to construct the Waste Processing Facility will be fully paid within fifteen (15) years of the completion of construction, and the Participant may terminate this Agreement pursuant to paragraph 6.b. upon this Agreement having been reassigned to the Authority and no longer is collateral to secure an indebtedness. This Agreement may be extended for an additional term of twenty years upon the mutual consent of the parties hereto, provided that the term of the contract, together with all extensions may not exceed fifty (50) years. Prior to the date of commencement, in the event and to the extent the Participant is unable to dispose of its Waste Material within the county in which Participant is located, the Authority will, upon 45 days' prior written notice, accept delivery of Waste Material for disposal pursuant to this Agreement.

2. <u>Scope</u>. This Agreement applies only to Municipal Solid Waste and other Solid Waste which, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 <u>et seq.</u>, and the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 <u>et seq.</u>, and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended, may be disposed of in a Subtitle D landfill without special handling or further processing ("Waste Material".)

3. <u>Definitions</u>. Except as otherwise expressly provided in this Agreement or as the context otherwise requires, capitalized terms used herein shall have the respective meanings assigned to them in Exhibit "A" hereto, which definitions are incorporated by this reference.

4. <u>Services To Be Provided</u>. See attached Exhibit "A", which is incorporated herein by this reference.

5. <u>Fees</u>. See attached Exhibit "B", which is incorporated herein by this reference.

6. <u>Termination</u>.

a. The Authority may terminate this agreement if the Participant fails to comply with paragraph 5 hereof.

b. The Participant may terminate this Agreement, on one year's written notice, at any time after the indebtedness incurred in the construction of the Waste Processing Facility has been fully paid (other than by refinancing in whole or in part) and this Agreement has been reassigned to the Authority and is no longer collateral to secure an indebtedness.

7. Additional Warranties.

a. The Authority warrants to the Participant that:

i. it shall perform all services in a safe, efficient and lawful manner with qualified workers;

ii. it will comply with in all material respects with the requirements of federal, state, and local laws, regulations, and ordinances applicable to the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iii. it has or will obtain or cause to be obtained all permits or other approvals required for the services to be performed by it hereunder, as more fully described in Exhibit "A", attached hereto;

iv. with respect to the Waste Material delivered to the Authority hereunder and processed at the Waste Processing Facility, all federal and state rules and regulations for percentage reduction of waste to be placed in landfills will be met or exceeded, and, where documents are required to be prepared by the Participant and retained by the Participant, the Authority will provide true and accurate information;

v. if any permit or approval referred to in clause iii above: (A) is shortly to expire, (B) becomes the subject of judicial or administrative action seeking revocation or suspension thereof, or (C) is canceled or materially changed or modified (or is threatened to be canceled, or materially changed or modified), which expiration, revocation, suspension, cancellation or material change or modification materially affects (or could reasonably be expected to materially affect) the ability of the Authority to perform under this Agreement, the Authority shall promptly notify the Participant in writing of the occurrence and the Authority's resulting inability to perform hereunder. Such notice shall also be provided in the event the Authority decides not to seek any permit, license, certificate or approval referred to in clause iii above and not obtained by the Authority as of the date of this Agreement; and

vi. there is not presently pending any action against the Authority in any State or Federal Court which could impair or limit the Authority's right to enter into this Agreement or perform any obligation set forth herein.

b. the Participant warrants to the Authority that:

i. it has title to the Waste Material being tendered hereunder and the same was generated in Participant's jurisdiction, except to the extent the Authority has given Participant written permission to tender Waste Material generated from beyond Participant's jurisdiction;

ii. it will provide the documentation referenced

### herein;

iii. the Waste Material is that as set forth in Paragraph 2 hereof; and

iv. it will neither implement nor encourage (or expand, if existing) on-site separation of Waste Material.

c. Each of the parties hereunder, together with any assignee thereof, shall have the right to compel specific performance of the terms of this Agreement; provided, however, each party shall be provided notice of default and shall have sixty (60) days to cure any default hereunder prior to the institution by the other party of any action for specific performance.

# 8. Indemnifications.

a. To the extent permitted by law, the Authority agrees to indemnify and hold the Participant, its agents, employees and subcontractors harmless from and against any and all liabilities, damages, fines, claims, penalties, forfeitures, costs, claims and 'expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Authority, its agents, employees or subcontractors in the performance of this Agreement, and to maintain vehicle liability insurance in an amount of not less than \$1,000,000.00; and

b. to the extent permitted by law, the Participant agrees to indemnify and hold the Authority, its agents, employees and subcontractors harmless from and against any and all damages, fines, liabilities, claims, penalties, forfeitures, costs, claims and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees) which are caused by or arise from any negligent act or omission or any willful act or omission or any breach of contract by the Participant or its agents, employees, or subcontractors in the performance of this Agreement.

c. the Authority shall secure its obligations for collection services hereunder, so long as the Authority is providing same, with a performance bond in the amount of \$500,000.00; and

d. recognizing that the Authority's disposal of solid waste in a landfill other than the Coffee County Landfill, as contemplated by this Agreement, could inadvertently result in potential liability for the Participant under the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), §42 U.S.C. 9601 <u>et seq</u>., and the Georgia Hazardous Site Response Act ("HSRA"), O.C.G.A. §12-8-96, et seq., to the extent permitted by law, the Authority agrees to indemnify and hold harmless the Participant from any expenses, damages, claims, liabilities or costs (including, but not limited to, reasonable attorney's fees) asserted or alleged against the Participant pursuant to CERCLA or HSRA and arising out of the Authority's disposal of Waste Material at a landfill other than the Coffee County Landfill.

9. <u>Independent Contractor</u>. At all times during the term of this Agreement, the Authority shall be considered an independent contractor and as such, it agrees to be fully responsible for any and all acts and omission of its employees, agents, and subcontractors in the performance of the services involved hereunder.

# 10. Force Majeure Events; Obligations Absolute.

a. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, governmental action or any other cause or causes ("Force Majeure Events") beyond the reasonable control of the party affected; provided, however, that a Force Majeure Event shall not excuse the Participant's failure to perform its obligations under Section 4 of this Agreement. In the event of the occurrence of a *Force Majeure* Event, the affected party shall promptly notify the other party of such occurrence and of the anticipated extent of the delay. Each of the parties hereto shall be diligent in attempting to cure or remove such Force Majeure Event.

b. If as a result of a Force Majeure Event or a new or changed federal, state or local statute, rule, regulation or other governmental action, the Authority is unable to perform its services under this Agreement, the Authority shall promptly notify the Participant in writing of such occurrence and shall use its best efforts to eliminate the cause of such nonperformance. In such a circumstance, the Authority shall not be in violation of this Agreement so long as it takes diligent steps to provide alternative disposal facilities or arrangements for the disposal of the Waste Material.

11. <u>Assignment</u>. The Participant hereby acknowledges and agrees that the Authority may assign and pledge this Agreement and any monies due or to become due hereunder to secure debt incurred by the Authority to finance the acquisition, construction, maintenance and repair of the Waste Processing Facility, and that, upon such assignment, the obligations of the parties hereto shall continue to be irrevocable and noncancelable. Participant further agrees to provide such financial and operational information as may be reasonably required by any party or parties to which this Agreement may be assigned and to cooperate with the Authority in the Authority's efforts to obtain financing for the construction of the Waste Processing Facility. The Authority may employ one or more independent contractors to fulfill its obligations under this Agreement but shall provide to the Participant the names and addresses of such contractors, and of its obligations under this Agreement notwithstanding said of its obligations under this Agreement notwithstanding said otherwise assign this Agreement or any monies due or to become parties.

12. Exclusivity. Except as provided below, this Agreement shall be construed as granting the Authority the exclusive right to perform the services set forth in Exhibit "A" with respect to Waste Material generated by Covered Units in the Participant's jurisdiction, which Waste Material is estimated to be not less than three hundred eighty-seven (387) tons per month. The Participant warrants that it has the authority to grant such exclusive right as described in this Agreement. Participant covenants that, during the term of this Agreement, it will not engage others, or itself become involved, in any activity that would impair the exclusive right of the Authority.

14. <u>Notices</u>. Any written notice(s) required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage paid, to the following addresses:

P. O. Box 1005

To the Participant:

Danny Lewis, City Manager City of Douglas P. O. Box 470 Douglas, Georgia 31534-0470

Douglas, Georgia 31534-1005

C. Jerome Adams, Esquire

With a copy to:

To the Authority:

Solid Waste Management Authority of Crisp County Room 303, Crisp County Courthouse Cordele, Georgia 31015

Guy D. Pfeiffer P. O. Box 584 Cordele, Georgia 31010-0584 and Guy V. Roberts, Jr. P. O. Box 487 Cordele, Georgia 31010-0487

With a copy to:

6

15. <u>Headings</u>. Section and paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

16. Entire Agreement. This Agreement, including Exhibits, constitutes the entire Agreement, between the Authority and the Participant with respect to the service and other obligations specified, and all previous representations, understandings or undertakings relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on the Authority or the Participant unless it shall be in writing and signed by an authorized representative of both parties.

17. Confidentiality.

a. Subject to paragraphs c and d, below, the Authority and the Participant shall treat as confidential property and not disclose to others during or for two years subsequent to the term of this Agreement, except as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement, without in each instance securing the prior written consent of the other party.

b. Subject to paragraphs c and d, below, the Authority shall also treat as confidential and shall not disclose to others, except as required by law, information relating to the composition of the Waste Material.

c. Nothing above shall prevent the Authority from making any disclosures of any information referred to in paragraphs a and b as may be required in connection with the financing of the construction of the Waste Processing Facility.

d. Nothing above shall prevent either the Authority or the Participant from disclosing to others or using in any manner information which either party can show:

i. has been published and has become part of the public domain other than by acts, omissions or fault of the Authority or the Participant or their employees;

ii. has been furnished or made known to the Authority or the Participant by third parties (other than those acting directly or indirectly for or on behalf of the Authority or the Participant) as a matter of legal right without restrictions on its disclosure; iii. was in the party's possession prior to the disclosure thereof by the other party; or

iv. the disclosure of which is required by law or injunction.

18. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

19. <u>Further Assurances</u>. Each party hereto shall execute and deliver any instruments and perform any acts necessary and reasonably requested by the other party to give full effect to this Agreement.

20. <u>Nature of Obligations</u>. The obligations of the Participant under this Agreement are General Obligations of the Participant and shall constitute a pledge of the full faith and credit of the Participant.

IN WITNESS WHEREOF, the Authority and the Participant have each caused this Agreement to be executed by its duly authorized representatives on the day and year set forth.

> SOLID WASTE MANAGEMENT AUTHORITY OF CRISP COUNTY

Bγ ifpers Attes

CITY OF DOUGLAS

By Mayor

(SEAL)

(SEAL)

Attest:

# EXHIBIT "A"

# Collection, Hauling and Disposal Services

Participant does hereby grant to the Authority the sole and exclusive right, within the jurisdictional limit of the Participant, to provide refuse collection for each Covered Unit, such collection, hauling and disposal services to be as specified herein, including all of the work called for and described herein; except for those items and services to be provided by the Participant, the Authority shall furnish all personnel, labor, equipment, trucks and all other items necessary to accomplish the same; performance under this paragraph being subject to the following terms and conditions:

a. Definitions.

BAGS -- Plastic sacks designed for Waste Material with sufficient wall strength to maintain physical integrity when lifted by top with no support beneath; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

BROWN GOODS — Bulky waste such as sofas, chairs, mattresses and the life.

BULKY WASTE — A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

COMMERCIAL UNIT — Any hotel, restaurant, store, office, warehouse or other non-manufacturing establishment .provided with a Container or Front-loading Container. All Commercial Units shall be located in the Service Area.

CONSTRUCTION DEBRIS — Waste building materials result from construction, remodeling, repair or demolition operations.

CONTAINERS — A receptacle (not including Front-Loading Containers) made of plastic, metal, or fiberglass with a capacity not to exceed 100 gallons, a loaded weight of not more than 75 pounds, a tight fitting lid, and handles of adequate strength for lifting.

COVERED UNITS — All of the Commercial Units, Industrial Units and/or Residential Units within the Service Area with respect to which the Authority has agreed to perform the services contemplated to be performed by it hereunder in accordance with the terms hereof.

# EXHIBIT "A" Collection, Hauling and Disposal Services

DISPOSAL SITE — A refuse depository for the proceeding or disposal of Waste Material, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

FRONT-LOADING CONTAINERS — A metal receptacle that can be mechanically lifted into the Authority's collection vehicles for disposal of the Waste Material contained therein,.

GARBAGE — Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE — Waste designated, regulated, or defined as hazardous waste pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6921 <u>et seq.</u> or the Georgia Hazardous Waste Management Act, O.C.G.A. §12-8-60 <u>et seg.</u> and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

INDUSTRIAL UNIT — Any establishment generating Industrial Waste and provided with a container or Front-loading Container. Each Industrial Unit shall be within the Service Area.

INDUSTRIAL WASTE — Waste designated, regulated, or defined as municipal solid waste pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 <u>et seq.</u> or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 <u>et seg.</u> and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

MUNICIPAL SOLID WASTE — Waste designated, regulated, or defined as municipal solid waste pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 <u>et seg.</u> or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 <u>et seg.</u> and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

REFUSE — Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

RESIDENTIAL UNIT --- A dwelling or occupied living space within the Service Area, including but not limited to

# Page 2 of 8

# EXHIBIT "A" Collection, Hauling and Disposal Services

single family residences, apartments, efficiency units, mobile homes, and condominiums, provided with a Container. All Residential Units shall be located within the Service Area.

RUBBISH — Non-putrescible solid wastes consisting of combustible and non-combustible materials.

SERVICE AREA — The geographic area consisting of the incorporated areas of the Participant.

WHITE GOODS — Bulky Waste such as refrigerators, freezers, washers, dryers, and other large appliances.

YARD TRIMMINGS — Waste designated, regulated, or defined as yard trimmings pursuant to Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 <u>et seg.</u> or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 <u>et</u> <u>seq.</u> and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

WASTE MATERIAL — Municipal Solid Waste, Industrial Waste, and Commercial Waste which may disposed of in a Subtitle D landfill, without special handling or further processing, under the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 <u>et seq.</u> or the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. §12-8-20 <u>et seq.</u> and the regulations promulgated thereunder, as the foregoing currently exist or are hereafter amended.

b. Waste Excluded. The Agreement does not require or contemplate the collection, hauling or disposal of Yard Trash, Construction Debris, or Hazardous Waste, except as specifically set forth herein.

C. Exclusive Franchise. Except as provided below, this Agreement shall be construed as granting the Authority the exclusive right to collect, transport, process and dispose of Waste Material generated by Covered Units in the Participant's jurisdiction. With respect to any Covered Unit in Participant's jurisdiction which generates Waste Material which is transported and disposed of pursuant to a contract in effect on the date of this Agreement (hereafter, "pre-existing contract), the Participant grants to the Authority the exclusive right to collect, transport, process, and dispose of Waste Material generated in each such Covered Unit upon the expiration of the current term of any pre-existing contract. The Participant warrants that it has the authority to grant such exclusive right as described in this Agreement. The Participant covenants that,

### EXHIBIT "A"

# Collection, Hauling and Disposal Services

during the term of this Agreement, it will not engage others, or itself become involved, in the activities of collecting, transporting, and/or disposing of the Waste Material generated by Covered Units or any other similar activity that would impair the exclusive right of the Authority.

d. Services Provided To The Participant.

i. In the event Participant shall elect not to renew the Authority's curbside collection services, Authority shall provide only those services set forth in Exhibit "C", attached hereto and incorporated herein as a part of the Agreement, and Participant shall pay those fees set forth in Exhibit "D", attached hereto and incorporated into the Agreement by this reference.

ii. For a period of five (5) years from the date of commencement of this Agreement, the Authority shall provide curbside collection service for the collection of Waste Material from all Covered Units located within the incorporated areas of the Participant one (1) time per week. It is the resident's responsibility to see that containers are placed curbside or as close as practicable to the collection vehicle routes by 7:00 a.m. on the designated collection day. Curbside refers to that portion of the right of way adjacent to paved or traveled roadways (including alleys). The Authority shall further accept, at the Authority's Transfer Station upon payment of the Authority's then applicable tipping fee, Waste Material generated at Commercial or Industrial Units located within the incorporated areas of the Participant.

(a) The Authority may decline to collect: any Container not properly placed; any Container not defined in the Definitions; or any Waste Material not properly contained, except White Goods, Brown Goods or Bulky Waste, which may be placed next to the Container. Where the Authority has reason to leave solid waste uncollected at a Covered Unit, the Authority or its agents shall inform the resident within two (2) days by written notice, mailing, or telephone as to why the solid was not collected, i.e., Non-conforming Waste, Hazardous Waste, unapproved Containers, improper placement, etc.

(b) The Authority shall also provide collection service for elderly and disabled persons who are in fact unable by reason of age or infirmity to place their Containers at curbside. Disabled persons will be determined by the Participant, exercising reasonable good faith judgment, and the Authority will be so notified of such disabled persons, who

# Page 4 of 8

# EXHIBIT "A" Collection, Hauling and Disposal Services

shall be exempt from placing their refuse curbside. The Authority agrees to collect waste of such disabled persons in any mutually convenient place on the premises of such disabled persons, except the Authority will not be required to go into houses or other dwellings.

(c) Prior to the construction of the Waste Processing Facility, the Authority shall deliver the Waste Material collected to the Coffee County Landfill and shall pay a tipping fee of \$12.00 per ton for so long as the Coffee County Landfill has permitted capacity for said Waste Material. Upon the completion of construction of the Waste Processing Facility, the Authority shall deliver the Waste Material collected to the Waste Processing Facility. The Authority shall deliver the Waste Material collected to the Waste Processing Facility. The Authority will provide sufficient long-haul waste transfer trailers and power units to transport such Waste Material. All equipment (trucks and trailers) will be clean and in sound operating condition at all times. Trailers will be designed so as to transport approximately twenty (20) tons of MSW using moderate compaction. When transporting Waste Material, all trailers should be sealed and covered to prevent littering and comply with all local, state and federal laws, rules and regulations relating to the removal and transportation of solid waste.

(d) The Authority shall conduct an education program for the citizens of the Participant concerning the recycling and curbside collection, which program shall include, at a minimum: A letter to be published in the local newspaper, a copy of which shall be provided the Participant for copying and mailing to residents at the Participants discretion, which letter shall describe the pick-up schedule, explain materials which can and cannot be placed in the containers, the proper location of the containers, how to handle yard waste, White Goods, Brown Goods, and material that will not fit into the container; and a label on each container which specifies the day of pick-up. The Authority shall provide programs for civic clubs and schools as needed by the Participant.

e. Hours of Collection. Normal hours of Collection are to be from 7:00 a.m. on days mutually agreed upon by the <u>Participant and Authority which, when agreed upon, shall result</u> in <u>residents receiving service on the same day of each week</u> thereafter, with the possible exceptions of holidays or other such extenuating circumstances. Said days and routes of residential and commercial service to be prepared in a schedule

# EXHIBIT "A"

# Collection, Hauling and Disposal Services

by the Authority shall constitute the hours and days of collection. Exceptions may be made only when the Authority has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Participant and the Authority.

f. Routes and Schedule of Collections. Not later than thirty (30) days prior to commencing service, the Authority to furnish for the Participant's approval the initial schedules and maps of all routes to be used in serving the Participant. <u>Any</u> changes in routes and/or schedules will also be subject to the <u>Participant's approval which will not be unreasonably withheld</u>. However, in order to enable the Authority to do so, the Participant is to provide the Authority with maps and names and mailing addresses of the residents and businesses who are to be served hereunder.

g. Missed Collections. In the event that a regularly scheduled collection is missed and a complaint received by either the Participant or the Authority, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Authority within forty-eight (48) hours. The Participant shall notify the Authority of any complaints they received within two (2) hours. The Authority will at all times during the term of the Agreement provide a telephone number which City residents may call which is not a long distance charge to the caller.

h. Holidays. The Authority shall provide the Participant a list of holidays that the Authority shall observe at least three (3) months prior to the observing of any holiday. The suspension of collection service on any holiday in no way relieves the Authority of its obligations to provide collection services at least the requisite number of times per week. Extending the hours of service to meet this obligation is subject to the Participant's approval, which will not be reasonably withheld.

i. Complaints. The Authority shall receive and respond to all complaints regarding services provided under this Agreement. Any complaint received by the Participant will be directed to the Authority. Should a complaint go unresolved for longer than five (5) days, the Participant will have the right to demand an explanation or resolution to their reasonable satisfaction.

j. Collection Equipment. An adequate number of vehicles shall be provided by the Authority to collect Waste
Material in accordance with the terms of the Agreement. The vehicles shall be licensed in the State of Georgia and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, at a minimum, the name and phone number of the Authority plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least two inches (2") high. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The Authority may make other collections with the same vehicles used for Agreement collections provided that such use in no way impairs the delivery of service required under this Agreement. Any compacting of the Waste Material shall not occur in the immediate vicinity of any residence.

k. Personnel. The Authority shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee performing residential curbside or commercial collection services shall wear a uniform clearly labeled with the name of Authority and employee and shall wear an orange vest. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all The Authority's employees shall follow the regular walks times. for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property and shall not meddle or tamper with property which does not or should not concern them. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle said employee is driving. The Participant shall have the right to make a complaint regarding any employee of the Authority who violates any provision hereof or who is wanton, negligent, or discourteous in the performance of his The Participant may suggest action to be taken on its duties. complaint, but it shall not be binding on the authority.

1. Containers. The Authority shall use containers currently owned by the Participant, which shall remain the property of the Participant. All additional Containers required under this Agreement shall be provided by the Authority and shall remain the property of the Authority. The Authority shall replace Containers whenever, in the Authority's determination, such replacement is necessary or appropriate.

m. Notification of Residents. The Participant shall inform all residents of the complaint procedures, rates, regulations and day(s) for scheduled refuse collection. Where residents are informed via newspaper advertisements, the same will be paid for by the Authority.

n. Transfer Station. The Authority agrees to construct a Transfer Station of suitable size and design to process all of Participant's waste during the term of this Agreement, said Transfer Station to be sited at a location mutually agreed upon by the parties hereto. The Authority will be responsible for all permitting, construction, and operation of the Transfer Station, and will comply with all applicable EPD rules and regulations. The Authority will operate the Transfer Station from 7:30 a.m. until 5:00 p.m., Monday through Friday and from 8:00 a.m. until 12:00 noon on Saturday. The Transfer Station will be closed on Sundays and designated holidays.

a. Base Compensation and Adjustments for New or Discontinued Service. Before commencement of work under this Agreement, it shall be the Participant's responsibility to provide the Authority with an accurate address list of Covered Units to receive service. Thereafter and for the duration of the Agreement, the Participant shall promptly inform the Authority of any new or discontinued service, and the Authority may rely upon the Participant for such information. The Participant may bill all customers at whatever rate the Participant shall determine to charge.

i. Notwithstanding the Participant's collection from their citizens, the Participant shall pay the Authority monthly in accordance with the following schedule:

> (# Covered Units Receiving Service, but in no event less than 3,340) x (Basic Monthly Rate for Covered Collections). For residents in the incorporated areas of the Participant, the Initial Basic Monthly Rate for Covered collection shall be \$8.65 for each Container utilized by a Covered Unit; provided, however, the Initial Basic Monthly Rate for Industrial or Commercial Units receiving service from a container larger than 100 gallons or more than one per week shall be \$2.85 per cubic yard based on the size of each Container utilized times the number of weekly services contracted for; and further provided that for so long as the Authority is disposing of the Waste Material in the Coffee County Landfill, or until July 1, 1998, whichever is earlier, the Interm Basic Monthly Rate shall be \$6.25, and Industrial or Commercial container rate for containers larger than 100 gallons or receiving service more often than weekly shall be \$2.15 per cubic yard.

ii. The Participant shall remit payment for the amount due for services before the 12th day of the month immediately following the month for which the payment pertains. Payment shall be based upon the Participant's understanding of the number of Units; and, if the Authority disputes the amount of the payment, the Authority may nonetheless cash the Participant's check, but promptly move to resolve any dispute with the Participant. Late payment shall bear interest at the rate of ten percent (10%) per annum from the due date to the date of payment.

iii. Where a Unit received new service or discontinued service for less than the full calendar month (determined by collections included in the month), its charge will be prorated according to the percentage of that month's collections to be performed.

b. Escalation Clause. Annual adjustment of rates may be made to reflect the increases in the cost of operations, as follows:

Annual CPI Adjustments. Commencing January 1, 1997 i. and on each ensuing January 1st during the term of the Agreement, the Basic Monthly Rate shall be adjusted as follows to reflect changes in the CPI. The Base Index against which the CPI Index will be measured will be the applicable Index as of January 1, The applicable Index for the purpose hereof shall be the 1996. ALL-ITEMS Consumer Index for the Southern States, according to the appropriate category for the municipal population of Ashburn, Georgia published by the U. S. Department of Labor, Bureau of Labor Statistics, and in the event the U. S. Department of Labor shall cease to publish such information, the parties agree to substitute another equally authoritative measure of changes in purchasing power of the U. S. dollar as may then available, so as to carry out the intent of this provision. The Authority may, if it chooses, request that adjustments in the rates be based upon some other component CPI or some combination thereof rather than the ALL-ITEMS category. The use of a different component or some combination thereof will, however, be subject to the approval of the Participant.

ii. As of January 1, 1997 and each January 1st thereafter during the term of the Agreement (including any extensions thereof), the Basic Monthly Rate, commencing for said January 1st and continuing for the balance of the calendar year, shall be the Initial Basic Monthly Rate increased by the percentage increase, if any, in the applicable CPI Index from January 1, 1996 to the January 1st for which the rate adjustment is considered; provided, however, in the event that the Authority's fuel costs shall increase at a rate greater than the percentage calculated, pursuant to subparagraph b.i., above, the Authority shall be entitled to increase the Basic Monthly Rate by an amount, in addition to the percentage calculated above, sufficient to fully recover the increase in expense caused by the increase in transportation fuel costs in excess of the percentage calculated.

iii. Government Regulation Adjustments. The Authority shall also, at all times during the term of the Agreement, be

entitled to an increase in the Basic Monthly Rate to directly offset increased costs or expenses incurred by the Authority as a result of necessary compliance with new or changed federal, state, or local statutes, rules or regulations applicable to the collection or transportation of refuse or the operation of a processing facility or landfill.

iv. Governmental Fee Adjustments. In the event the Authority becomes liable for or is required to collect and/or pay any governmental tax, increased franchise fee, surcharge, or the like in the collection, processing, or disposal of such Refuse under the Agreement, such tax, fee or surcharge shall be the responsibility of the Participant, to be paid along with the Authority's Basic Compensation.

v. The Authority shall provide the Participant notice of the increase or decrease in the Basic Monthly Rate at least sixty (60) days prior to the same becoming effective. In the event the Participant disagrees with the amount of the increase or decrease and the parties are unable to resolve the disagreement, the amount of the increase or decrease shall be decided by arbitration as follows:

(a) The Participant shall notify the Authority in writing prior to the effective date of the adjustment that the Participant has elected to have the matter arbitrated;

(b) Each party shall select an arbitrator who has been registered by the Georgia Office of Dispute Resolution or by the American Arbitration Association. The two selected arbitrators shall select a third arbitrator. The matter shall then be submitted to said panel of three arbitrators. The decision of a majority of the panel of arbitrators shall be final between the parties.

(c) The Participant shall make payments to the Authority on the basis of the rate in effect at the time of notification of the adjustment which is in dispute until the decision of the panel of arbitrators. In the event the decision shall increase the rate from the rate in effect at the time of the notification of adjustment, said increased rate shall be effective from the Authority's proposed effective date of adjustment and shall be billed by the Authority on the next billing after said decision.

c. Recycling Rebate. The Authority shall pay to the Participant an amount from the net proceeds the Authority receives from sales of materials recovered from the Waste

### Page 3 of 4

received by the Authority, which amount shall be calculated as follows:

(a) Recovery from-Waste Received. The net amount the Authority receives from the sale of materials recovered from the waste delivered to the Authority, after deduction of operating losses, if any, divided by the total tons of Waste received by the Authority during the period of calculation is the Recovery from Waste Received.

(b) Base Recovery. The Base Recovery is \$16.00 per ton, adjusted for changes in the CPI as formulated at paragraphs b.i. and b.ii., above.

(c) The amount the Authority shall rebate to the Participant shall be 25% of the amount the Recovery from Waste Received exceeds the Base Recovery times the number of tons received from the Participant for the period of calculation.

d. Disputed Payments. In the event either party receives a payment pursuant to this Agreement from the other party and disputes the amount of the payment, the party receiving payment may cash the check or otherwise deposit the payment without waiving its right to dispute the amount thereof.

#### EXHIBIT "D"

Transfer Station, Hauling and Disposal Fees

a. <u>Fees</u>. The Participant agrees to pay the Authority a transfer station, transportation and disposal fee per ton for each of the tons described in Exhibit "A", as follows:

i. Initial Basic Fee: \$38.40 per ton;

ii. Escalation Clause. Annual adjustment of rates will be made to reflect the increases in the cost of operations, as follows:

(a) Annual CPI Adjustments. Commencing January 1, 1999 and on each ensuing January 1st during the term of the Agreement, the Basic Fee shall be adjusted as follows to reflect changes in the CPI. The Base Index against which the CPI Index will be measured will be the applicable Index as of July 1, 1998. The applicable Index for the purpose hereof shall be the ALL-TIMES Consumer Index for the Southern States, according to the appropriate category for the municipal population of Albany, Georgia (Currently Urban Size C) published by the U. S. Department of Labor, Bureau of Labor Statistics, and in the event the U. S. Department of Labor shall cease to publish such information, the parties agree to substitute another equally authoritative measure of changes in purchasing power of the U.S. dollar as may then available, so as to carry out the intent of this provision. The Authority may, if it chooses, request that adjustments in the rates be based upon some other component CPI or some combination thereof rather than the ALL-ITEMS category. The use of a different component or some combination thereof will, however, be subject to the approval of the Participant.

As of January 1, 1999 and each January 1st (b) thereafter during the term of the Agreement (including any extensions thereof), the Basic Fee, commencing for said January 1st and continuing for the balance of the calendar year, shall be the Initial Basic Fee increased by the percentage increase, if any, in the applicable CPI Index from July 1, 1998 to the January 1st for which the rate adjustment is considered (i.e., if CPI on July 1, 1998 is 100 and CPI on January 1, 1999 is 101, then the Basic Fee beginning January 1, 1999 would be 101/100 x \$38.40 = \$38.78); provided, however, in the event that the Authority's fuel costs shall increase at a rate greater than the percentage calculated pursuant to subparagraph b.i., above, the Authority shall be entitled to increase the Basic Rate by an amount, in addition to the percentage calculated above, sufficient to fully recover the increase in expense caused by the increase in transportation fuel costs in excess of the percentage calculated.

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## EXHIBIT "D" Transfer Station, Hauling and Disposal Fees

(c) Government Regulation Adjustments. The Authority shall also, at all times during the term of the Agreement, be entitled to an increase in their rates to directly offset increased costs or expenses incurred by the Authority as a result of necessary compliance with new or changed federal, state, or local statutes, rules or regulations applicable to the collection or transportation of refuse or the operation of a processing facility or landfill.

(d) Governmental Fee Adjustments. In the event the Authority becomes liable for or is required to collect and/or pay any governmental tax, increased franchise fee, surcharge, or the like in the collection, processing, or disposal of such Refuse under the Agreement, such tax, fee or surcharge shall be the responsibility of the Participant, to be paid along with the Authority's Basic Compensation.

(e) The Authority shall provide the Participant notice of the increase or decrease in the Basic Rate at least sixty (60) days prior to the same becoming effective.

Minimum Disposal Fee: In the event all iii. Participants from outside of Crisp County shall deliver less than 31,200 aggregate tons to the respective transfer stations during any one month, the Participant shall pay the Authority a Basic Fee for a minimum of three hundred eighty-seven (387) tons for that month regardless of whether such tonnage was actually delivered to the transfer station by the Participant and transported to, processed and disposed of at the Waste Processing .Facility by the Authority; provided that the Participant shall be required to pay a base disposal fee for that percentage of tons not delivered (but not more than 100%) which, when added to the same percentage of minimum tons not delivered by the other Participants which fail to deliver their contracted for minimum during said month, together with the tonnage delivered by all Participants outside of Crisp County shall equal 31,200 aggregate In the event a material change in the amount of tonnage tons. delivered from the Participant results in a consistent deficiency tonnage from the Participant, the Authority will use its best efforts to contract with other or new Participants for sufficient tonnage to offset the deficiency.

b. <u>Payments</u>. The Authority shall invoice the Participant by the 10th of the month for fees incurred during the previous month. The Participant agrees to pay all sums properly billed within ten days of invoice.

c. <u>Recycling Rebate</u>. The Authority shall pay to the

2 of 3

## EXHIBIT "D" Transfer Station, Hauling and Disposal Fees

participant an amount from the net proceeds the Authority receives from sales of materials recovered from the Waste received by the Authority, which amount shall be calculated as follows:

i. Recovery from Waste Received. The net amount the Authority receives from the sale of materials recovered from the waste delivered to the Authority, after deduction of marketing and transportation costs associated with the sale of said materials, contracted reserves, and the operating losses of the facility, if any, divided by the total tons of Waste received by the Authority from which the materials recovered were extracted is the Recovery from Waste Received.

ii. Base Recovery. The Base Recovery is \$16.00 per ton, adjusted for changes in the CPI as formulated at paragraphs 1.b.i. and 1.b.ii., above.

iii. The amount the Authority shall rebate to the Participant shall be 25% of the amount the Recovery from Waste Received exceeds the Base Recovery times the number of tons received from the Participant for the period of calculation.

#### EXHIBIT "C"

# Transfer Station, Hauling and Disposal Services

a. Services Provided. The Authority will own and operate a Transfer Station for the collection of Municipal Solid Waste, which Transfer Station shall be located in Coffee County. The Participant will cause the loading of the Participant's Waste Material at the transfer station designated by the Authority, and the Authority will transport the Waste Material from said transfer station and process and dispose of the Waste Material at the Waste Processing Facility.

b. Hours. The Authority will operate the Transfer Station from 7:30 a.m. until 5:00 p.m., Monday through Friday and from 8:00 a.m. until 12:00 noon on Saturday. The Transfer Station will be closed on Sundays and designated holidays. The Authority will make every reasonable effort to accommodate the needs of the Participant.

c. Weighing of Waste. All vehicles transporting Waste Material shall be weighed at the Transfer Station on certified scales and weight slips shall be provided to the Participant with the monthly invoice. The Participant shall have the right to weigh the vehicles transporting Waste Material to the Transfer Station.

d. Work Rules. The Participant, its agents, subcontractors and employees shall, while they are awaiting unloading at the Transfer Station, act in a safe, efficient and workmanlike manner and comply with all reasonable safety and operating procedures instituted at the Transfer Station.

e. Waste Excluded. The Agreement does not require or contemplate the hauling or disposal of Hazardous Waste, except as specifically set forth herein. Solid Waste Management Authority of Crisp County, Georgia

The Bankers Bank Atlanta, Georgia

Citizens Bank Vienna, Georgia

The undersigned does hereby certify that he is the duly elected Mayor of the City of Douglas (the "City"), and does hereby further certify as follows in connection with the execution, delivery and performance of that certain Waste Service Agreement dated <u>11/11</u>, 1996, a copy of which is attached hereto as Exhibit "A" (the "Waste Service Agreement"), between the Solid Waste Management Authority of Crisp County (the "Authority") and the City:

- (1) The Waste Service Agreement has been duly authorized, executed and delivered on behalf of the City pursuant to a resolution adopted by the Mayor and Council of the City at a public meeting duly called and assembled on <u>11/11/96</u> (the "Resolution"). A copy of the Resolution and a copy of the Waste Service Agreement have been placed in the permanent minute book of the City. The Resolution is of full force and effect as of the date hereof.
- (2) No litigation or other proceeding is pending or, to my best knowledge following reasonable investigation, threatened in any court or other tribunal of competent jurisdiction, whether state or federal, in any way (a) questioning or adversely affecting the organization, existence, powers, authority or validity of the City or the title to or validity of the office of the respective officers and officials of the City or (b) questioning or adversely affecting the validity affecting the validity of the transactions contemplated by the Waste Service Agreement.
- (3) None of the proceedings or authority of the City pertaining to the authorization, execution and delivery of the Waste Service Agreement have been modified, repealed, revoked or rescinded.
- (4) The execution, delivery and performance of the Waste Service Agreement by the City does not constitute a default under any ordinance, resolution, contract, agreement, indenture or other document, instrument or restriction of any kind to which the City

is a party or by which it or any of its revenues or assets are or may be bound, nor result in a violation of any order, judgment, rule, regulation, decree or order of any court, government, governmental authority or regulatory authority having jurisdiction over the City:

- The City has obtained all consents, approvals, authorizations, permits, licenses, (5) certificates and orders of any government, governmental authority or regulatory authority that are required to be obtained by the City as a condition precedent to the execution and delivery of the Waste Service Agreement by the City or the performance of the City's obligations thereunder.
- The City hereby consents to the assignment of the Waste Service Agreement by the (6) Authority to The Bankers Bank, Atlanta, Georgia and Citizens Bank, Vienna, Georgia.

Witness our hands and the seal of the City, this \_\_\_\_20t Hay of November, 1996.

CITY OF DOUGLAS

sar Bucha

Mayor

(SEAL) ~ me Fall Attest:



### 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: Coffee Service: Tax Collection

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

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

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

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

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

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

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

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

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

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

Local Government or Authority:	Funding Method:	
Coffee County (Provider)		
Douglas, County (Provider)		
Broxton, County (Provider)		
Nicholls, County (Provider)		

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

Same.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

\_\_\_\_\_ Date completed: \_\_\_\_\_\_05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)

STATE OF GEORGIA COUNTY OF COFFEE

## **CONTRACT FOR SERVICES AGREEMENT**

#### PARTIES

THIS AGREEMENT is made this 21<sup>st</sup> day of October, 2005, between the CITY OF DOUGLAS, GEORGIA, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia, hereinafter referred to as "City", with a principal place of business at 224 East Bryan Street, Douglas, Georgia, 31533, and SHANDA HENDERSON, COFFEE COUNTY TAX COMMISSIONER, individually, hereinafter referred to as "Henderson", with a principal place of business at Coffee County Courthouse, 101 South Peterson Avenue, Douglas, Georgia 31533, and COFFEE COUNTY, GEORGIA, acting by and through its lawfully constituted Board of Commissioners.

### RECITAL

#### Authority to Collect

Shanda Henderson is the duly elected Tax Commissioner of Coffee County, Georgia, and is empowered by the Constitution and Laws of the State of Georgia to collect state, county and municipal ad valorem property taxes. By virtue of her office, Henderson has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

#### Authority to Contract

Henderson is authorized pursuant to O. C. G. A. 48-5-359.1, to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes.

## SERVICES TO BE PERFORMED

### **Specific Services**

Henderson agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City. The City agrees to furnish to Henderson in a timely manner all values, assessments, and city millages necessary for computation of such taxes.

## **Method of Performing Services**

Henderson will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be included and made a part of the annual county tax statement. The City may not control, direct, or supervise assistants or employees of Henderson in the performances of those services.

#### COMPENSATION

During the term of this contract the Tax Commissioner, individually, will not charge the City of Douglas any fees or commissions. However, the City will pay to Coffee County, Georgia, the sum of 3.5% of the taxes collected as their fee pursuant to O. C. G. A. 48-5-359.1.

It being expressly understood that in keeping with her campaign pledge, Henderson will not receive any fee herself for collecting city taxes.

### **TERM OF CONTRACT**

This Agreement shall commence on September 15, 2005, and shall continue for a period of one (1) year from said date.

## **TERMINATION OF CONTRACT**

### **Termination Upon Notice**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the addresses stated above in the introductory paragraph of this Agreement. If notice of termination is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax statements, then such termination will not occur until January 1<sup>st</sup> of the succeeding year.

## **OTHER GENERAL PROVISIONS**

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation. Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph.

Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) days after mailing (postmark date). This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in Coffee County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of Coffee County, Georgia.

### **Mutual Obligations**

Henderson agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The City agrees to timely comply with all reasonable requests of Henderson as is necessary to the performance of duties under this Agreement.

#### **Entire Agreement of Parties**

This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement.

IN WITNESSES WHEREOF, the parties have hereunto set their hands and affixed their seals in duplicate, each to be considered as an original, on the day and year herein above written.

City of Douglas, Georgia

By:

Tony L. Paulk I, Mayor

Shanda Henderson **Coffee County Tax Commissioner** 

**Coffee County Board of Commissioners** 

By

Donnie Graham, Chairman

C. 2006-12

STATE OF GEORGIA COUNTY OF COFFEE

## CONTRACT FOR SERVICES AGREEMENT

### PARTIES

THIS AGREEMENT is made this 21<sup>st</sup> day of October, 2005, between the CITY OF NICHOLLS, GEORGIA, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia, hereinafter referred to as "City", with a principal place of business at 707 Van Streat Highway, Nicholls, Georgia, 31554, and SHANDA HENDERSON, COFFEE COUNTY TAX COMMISSIONER, individually, hereinafter referred to as "Henderson", with a principal place of business at Coffee County Courthouse, 101 South Peterson Avenue, Douglas, Georgia, 31533, and COFFEE COUNTY, GEORGIA, acting by and through its lawfully constituted Board of Commissioners.

#### RECITAL

### Authority to Collect

Shanda Henderson is the duly elected Tax Commissioner of Coffee County, Georgia, and is empowered by the Constitution and Laws of the State of Georgia to collect state, county and municipal ad valorem property taxes. By virtue of her office, Henderson has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

#### Authority to Contract

Henderson is authorized pursuant to O. C. G. A. 48-5-359.1, to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes.

## SERVICES TO BE PERFORMED

### **Specific Services**

Henderson agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City. The City agrees to furnish to Henderson in a timely manner all values, assessments, and city millages necessary for computation of such taxes.

## **Method of Performing Services**

Henderson will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be included and made a part of the annual county tax statement. The City may not control, direct, or supervise assistants or employees of Henderson in the performances of those services.

#### COMPENSATION

During the term of this contract the Tax Commissioner, individually, will not charge the City of Nicholls any fees or commissions. However, the City will pay to Coffee County, Georgia, the sum of 3.5% of the taxes collected as their fee pursuant to O. C. G. A. 48-5-359.1.

It being expressly understood that in keeping with her campaign pledge, Henderson will not receive any fee herself for collecting city taxes.

#### **TERM OF CONTRACT**

This Agreement shall commence on September 15, 2005, and shall continue for a period of one (1) year from said date.

### **TERMINATION OF CONTRACT**

### **Termination Upon Notice**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the addresses stated above in the introductory paragraph of this Agreement. If notice of termination is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax statements, then such termination will not occur until January 1<sup>st</sup> of the succeeding year.

## **OTHER GENERAL PROVISIONS**

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation. Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph.

Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) days after mailing (postmark date).

-3-

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in Coffee County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of Coffee County, Georgia.

### **Mutual Obligations**

Henderson agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The City agrees to timely comply with all reasonable requests of Henderson as is necessary to the performance of duties under this Agreement.

### **Entire Agreement of Parties**

This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement. IN WITNESSES WHEREOF, the parties have hereunto set their hands and affixed their seals in duplicate, each to be considered as an original, on the day and year herein above written.

City of Nicholls, Georgia

By Dewayne Streat, Mayo

Shanda Henderson Coffee County Tax Commissioner

**Coffee County Board of Commissioners** 

By

Donnie Graham, Chairman

## STATE OF GEORGIA COUNTY OF COFFEE

## **CONTRACT FOR SERVICES AGREEMENT**

#### PARTIES

THIS AGREEMENT is made this 21<sup>st</sup> day of October, 2005, between the CITY OF BROXTON, GEORGIA, a municipality incorporated and chartered under the Constitution and Laws of the State of Georgia, hereinafter referred to as "City", with a principal place of business at 105 East Lott Street, Broxton, Georgia, 31519, and SHANDA HENDERSON, COFFEE COUNTY TAX COMMISSIONER, individually, hereinafter referred to as "Henderson", with a principal place of business at Coffee County Courthouse, 101 South Peterson Avenue, Douglas, Georgia, 31533, and COFFEE COUNTY, GEORGIA, acting by and through its lawfully constituted Board of Commissioners.

### RECITAL

#### Authority to Collect

Shanda Henderson is the duly elected Tax Commissioner of Coffee County, Georgia, and is empowered by the Constitution and Laws of the State of Georgia to collect state, county and municipal ad valorem property taxes. By virtue of her office, Henderson has all the requisite statutory powers to bill and collect ad valorem property taxes, issue executions, and to act as Ex-Officio Sheriff in the levy and sale of delinquent properties.

#### Authority to Contract

Henderson is authorized pursuant to O. C. G. A. 48-5-359.1, to contract for and to accept, receive, and retain compensation from the City for the billing and collection of municipal taxes.

## **SERVICES TO BE PERFORMED**

### **Specific Services**

Henderson agrees to perform the computation, annual billing, collection, depositing, accounting, reporting, and distribution (paying over) of municipal ad valorem property taxes for the City. The City agrees to furnish to Henderson in a timely manner all values, assessments, and city millages necessary for computation of such taxes.

#### Method of Performing Services

Henderson will determine the methods, details, and means of performing the services herein above described with the general understanding that the City desires that the municipal taxes be included and made a part of the annual county tax statement. The City may not control, direct, or supervise assistants or employees of Henderson in the performances of those services.

### **COMPENSATION**

During the term of this contract the Tax Commissioner, individually, will not charge the City of Broxton any fees or commissions. However, the City will pay to Coffee County, Georgia, the sum of 3.5% of the taxes collected as their fee pursuant to O. C. G. A. 48-5-359.1.

It being expressly understood that in keeping with her campaign pledge, Henderson will not receive any fee herself for collecting city taxes.

#### **TERM OF CONTRACT**

This Agreement shall commence on September 15, 2005, and shall continue for a period of one (1) year from said date.

## **TERMINATION OF CONTRACT**

### **Termination Upon Notice**

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement by giving sixty (60) days written notice to the other party at the addresses stated above in the introductory paragraph of this Agreement. If notice of termination is given by either party during an active billing cycle in which the municipal taxes have already been applied to the county tax statements, then such termination will not occur until January 1<sup>st</sup> of the succeeding year.

#### **OTHER GENERAL PROVISIONS**

This Agreement may be modified from time to time as deemed necessary by written consent of the parties hereto. Such modifications may include, but are not limited to the rate of compensation. Any notices to be given under this Agreement by either party shall be in writing and effected either by personal delivery or certified mail with return receipt requested. Mailed notices shall be addressed to the parties at the addresses stated in the above introductory paragraph of this Agreement. Each party may change the address for receipt of notice by giving written notice in accordance with this paragraph.

Notices delivered personally will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated three (3) days after mailing (postmark date).

-3-

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

This Agreement shall be deemed to have been made and performed in Coffee County, Georgia. For the purpose of venue, all suits or causes of actions arising out of this Agreement shall be brought in the courts of Coffee County, Georgia.

### **Mutual Obligations**

Henderson agrees to work diligently to collect and pay over all municipal taxes in a timely manner. The City agrees to timely comply with all reasonable requests of Henderson as is necessary to the performance of duties under this Agreement.

### **Entire Agreement of Parties**

This Agreement supersedes any and all agreements, between the parties with respect to the rendering of services and contains all the covenants and agreements between the parties with respect to the rendering of those services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party that are not embodied in this Agreement.

IN WITNESSES WHEREOF, the parties have hereunto set their hands and affixed their seals in duplicate, each to be considered as an original, on the day and year herein above written.

City of Broxton, Georgia

By: Bobby Reynolds, Mayor

Shanda Henderson **Coffee County Tax Commissioner** 

**Coffee County Board of Commissioners** 

By:

Donnie Graham, Chairman



#### 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: Coffee Service: Vehicle/Equipment Maintenance

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

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

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

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

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

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

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

Local Government or Authority:	Funding Method:
Coffee County (Provider)	General Funds
Ambrose, City of (Provider)	General Funds
Broxton, City of (Provider)	General Funds
Douglas, City of (Provider)	General Funds
Nicholls, City of (Provider)	General Funds

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

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

Agreement Name:	<b>Contracting Parties:</b>	<b>Effective and Ending Dates:</b>
Vehicle/Equipment Maintenance	Coffee County & Douglas, City of	01/01/01 - Perpetual
Agreement		
	a big setter di male bestalisti mon	

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912)</u> 389-3433

Date completed: 05/10/07

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



#### 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: Coffee Service: Wastewater Collection and Treatment

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

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

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

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

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

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

Local Government or Authority: Funding Method:

	x unung nxvillour
Broxton, City of (Provider)	General Funds and User Fees
Douglas, City of (Provider)	General Funds and User Fees
Nicholls, City of (Provider)	General Funds and User Fees

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

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

Agreement Name:	<b>Contracting Parties:</b>	<b>Effective and Ending Dates:</b>		
Back up agreement between				
City of Douglas and the City of				
Nicholls, if applicable				

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 389-3433</u>

Date completed: 05/10/07

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 XNo

If not, provide designated contact person(s) and phone number(s) below: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



#### 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: Coffee Service: Water Treatment and Distribution

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

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

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

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

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

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

Local Government or Author	ity: Funding Method:
Ambrose, City of (Provid	r) General Funds and User Fees - Enterprise
Broxton, City of (Provid	r) General Funds and User Fees - Enterprise
Douglas, City of (Provid	r) General Funds and User Fees - Enterprise
Nicholls, City of (Provid	r) General Funds and User Fees - Enterprise
Coffee County (Provid	r) (Oak Park) - Enterprise

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

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

Agreement Name:	<b>Contracting Parties:</b>	<b>Effective and Ending Dates:</b>	
Water Distribution Agreement	CoffeeCounty & Douglas, City of	01/01/01 - Perpetual	

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: (912) 389-3433

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)



#### 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: Coffee Service: Yard Refuge Collection/Mulching

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

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

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

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

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

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

Local Government or Autho	ority: Funding	g Method:		
Douglas, City of (Provid		al Funds and Fees	 	
				-

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	<b>Contracting Parties:</b>	<b>Effective and Ending Dates:</b>
Yard Refuge Collection/Mulching	Douglas, City of and Other	01/01/00 - Perpetual
	Municipalities	

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

None

7. Person completing form: <u>Dale Batten</u> Phone number: <u>(912) 384-9224</u>

Date completed: 05/10/07

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: Jimmy Kitchens, Chairman, Coffee County (912) 384-4799

PAGE 2 (continued)

	Rea/Cot-en						
	SERVICE DELIVERY STRATEGY UPDATE CERTIFICATIONS	Verifi Horos 10/3					
· ·	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.						
UPDA	TED SERVICE DELIVERY STRATEGY FOR <u>COFFEE</u> COUNTY						
Ve, the unde	rsigned authorized representatives of the jurisdictions listed below, certify that:						
. We have (Check c	reviewed our existing Service Delivery Strategy and have determined that: only one box for question #1)						
□ A.	Our Strategy continues to accurately reflect our preferred arrangements for providing local services through county and no changes in our Strategy are needed at this time; or	nout our					
B.	Our Strategy has been revised to reflect our preferred arrangements for providing local services.						
Option A is	selected, only this form, signed by the appropriate local government representatives must be provided to DC.	A.					
f Option B is	selected, this form, signed by the appropriate local government representatives, must be submitted to DCA a	long					
<ul> <li>any</li> <li>an t</li> <li>prov</li> </ul>	updated "Summary of Service Arrangements" form (page 2) for each local service that has been revised/updat supporting local agreements pertaining to each of these services that has been revised/updated; and updated service area map depicting the agreed upon service area for each provider if there is more than one se vider for each service that has been revised/updated within the county, and if the agreed upon service areas do not be with local political boundaries.	rvice					
resolution	ur governing bodies (County Commission and City Councils) that are a party to this strategy have adopted as agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for tation of our service delivery strategy (O.C.G.A. 36-70-21);						
. Our servic and respo	be delivery strategy continues to promote the delivery of local government services in the most efficient, effen nsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1	ctive, ));					
geographi	the delivery strategy continues to provide that water or sewer fees charged to customers located outside the c boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to custom ithin the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));	mers					
those join	the delivery strategy continues to ensure that the cost of any services the county government provides (includin the funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C. (3)):	of the					

- 6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
- 7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
- 8. Our Service Delivery Strategy continues to contain an agreed upon process between the county government and each city located in the county to resolve land use classification disputes when the county objects to the proposed land use of an area to be annexed into a city within the county (O.C.G.A. 36-70-24 (4)(C))<sup>1</sup> 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:
hill	Mr.Jimmy Kitchens Chairman, Coffee Coffee County County Commission			
Com	Mr. Jerry Paulk	Mayor	City of Ambrose	6/5/2007
Silp Annel	Mr. Bobby Reynolds	Sr. Mayor	City of Broxton	6/5/2007
pegara	Mr. Dwayne Streat	Mayor	City of Nicholls	6/11/2007
Jon H	Mr. Tony L. Paulk	I Mayor	City of Douglas	6/11/2007
V				

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Nicholls, and Douglas are required pursuant to House Bill 489 of the Service Delivery Strategy to develop and maintain a Service Delivery Strategy; and

WHEREAS, the Coffee County and cities of Ambrose, Broxton, Douglas and Nicholls adopted a Service Delivery Strategy on May 10, 1999 pursuant to the coordinated planning process as set forth in the HB 489, Service Delivery Strategy Act; and

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Douglas, and Nicholls are required to update its Service Delivery Strategy; and

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Douglas and Nicholls are currently engaged in a planning process to prepare a Joint Comprehensive Plan in accordance with the Standards and Procedures for Local Comprehensive Planning as effective May 1, 2005 and are updating their Service Delivery Strategy; and

WHEREAS, Coffee County has reviewed the revised components of the SDS Update.

NOW, THERFORE, BE IT RESOLVED that Coffee County hereby approves the revisions to the Service Delivery Strategy for Coffee County for transmittal to the Southeast Georgia Regional Development Center and the Georgia Department of Community Affairs for review.

Offered, read, and adopted by the Coffee County Board of Commissioners, this the 18th day of June, 2007.

COFFEE COUNTY, GEORGIA

coffe Co -

Joann Metts, County Clerk

Jimmy Kitchens, Chairman

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Nicholls, and Douglas are required pursuant to House Bill 489 of the Service Delivery Strategy to develop and maintain a Service Delivery Strategy; and

WHEREAS, the Coffee County and cities of Ambrose, Broxton, Douglas and Nicholls adopted a Service Delivery Strategy dated May 10, 1999 pursuant to the coordinated planning process as set forth in the HB 489, Service Delivery Strategy Act; and

WHEREAS, the City of Douglas, Coffee County and the cities of Ambrose, Broxton, and Nicholls are required to update its Service Delivery Strategy; and

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Douglas and Nicholls are currently engaged in a planning process to prepare a Joint Comprehensive Plan in accordance with the Standards and Procedures for Local Comprehensive Planning as effective May 1, 2005 and are updating their Service Delivery Strategy; and

WHEREAS, the City of Ambrose has reviewed the revised components of the SDS Update.

NOW, THERFORE, BE IT RESOLVED that the City of Ambrose hereby approves the revisions to the Service Delivery Strategy for the City of Ambrose for transmittal to the Southeast Georgia Regional Development Center and the Georgia Department of Community Affairs for review.

Offered, read, and adopted by the City of Ambrose Board of Commissioners, this the 5<sup>th</sup> day of June, 2007.

CITY OF AMBROSE. GEORGIA

Jerry Paulk, Mayor

Attest:

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Nicholls, and Douglas are required pursuant to House Bill 489 of the Service Delivery Strategy to develop and maintain a Service Delivery Strategy; and

WHEREAS, the Coffee County and cities of Ambrose, Broxton, Douglas and Nicholls adopted a Service Delivery Strategy dated May 10, 1999 pursuant to the coordinated planning process as set forth in the HB 489, Service Delivery Strategy Act; and

WHEREAS, the City of Douglas, Coffee County and the cities of Ambrose, Broxton, and Nicholls are required to update its Service Delivery Strategy; and

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Douglas and Nicholls are currently engaged in a planning process to prepare a Joint Comprehensive Plan in accordance with the Standards and Procedures for Local Comprehensive Planning as effective May 1, 2005 and are updating their Service Delivery Strategy; and

WHEREAS, the City of Broxton has reviewed the revised components of the SDS Update.

NOW, THERFORE, BE IT RESOLVED that the City of Broxton hereby approves the revisions to the Service Delivery Strategy for the City of Broxton for transmittal to the Southeast Georgia Regional Development Center and the Georgia Department of Community Affairs for review.

Offered, read, and adopted by the City of Broxton Board of Commissioners, this the 5<sup>th</sup> day of June, 2007.

CITY OF BROXTON, GEORGIA

Bobby Reynolds, Mayor

Attest:

Traci Lott, City Clerk

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Nicholls, and Douglas are required pursuant to House Bill 489 of the Service Delivery Strategy to develop and maintain a Service Delivery Strategy; and

WHEREAS, the Coffee County and cities of Ambrose, Broxton, Douglas and Nicholls adopted a Service Delivery Strategy dated May 10, 1999 pursuant to the coordinated planning process as set forth in the HB 489, Service Delivery Strategy Act; and

WHEREAS, the City of Douglas, Coffee County and the cities of Ambrose, Broxton, and Nicholls are required to update its Service Delivery Strategy; and

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Douglas and Nicholls are currently engaged in a planning process to prepare a Joint Comprehensive Plan in accordance with the Standards and Procedures for Local Comprehensive Planning as effective May 1, 2005 and are updating their Service Delivery Strategy; and

WHEREAS, the City of Douglas has reviewed the revised components of the SDS Update.

NOW, THERFORE, BE IT RESOLVED that the City of Douglas hereby approves the revisions to the Service Delivery Strategy for the City of Douglas for transmittal to the Southeast Georgia Regional Development Center and the Georgia Department of Community Affairs for review.

Offered, read, and adopted by the City of Douglas Board of Commissioners, this the 11th day of June, 2007.

CITY OF DOUGLAS. GEORGIA

Tony L. Paulk, Mayor

Attest:

ta Gaskins, City

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Nicholls, and Douglas are required pursuant to House Bill 489 of the Service Delivery Strategy to develop and maintain a Service Delivery Strategy; and

WHEREAS, the Coffee County and cities of Ambrose, Broxton, Douglas and Nicholls adopted a Service Delivery Strategy on May 10, 1999 pursuant to the coordinated planning process as set forth in the HB 489, Service Delivery Strategy Act; and

WHEREAS, the City of Douglas, Coffee County and the cities of Ambrose, Broxton, and Nicholls are required to update its Service Delivery Strategy; and

WHEREAS, Coffee County and the cities of Ambrose, Broxton, Douglas and Nicholls are currently engaged in a planning process to prepare a Joint Comprehensive Plan in accordance with the Standards and Procedures for Local Comprehensive Planning as effective May 1, 2005 and are updating their Service Delivery Strategy; and

WHEREAS, the City of Nicholls has reviewed the revised components of the SDS Update.

NOW, THERFORE, BE IT RESOLVED that the City of Nicholls hereby approves the revisions to the Service Delivery Strategy for the City of Nicholls for transmittal to the Southeast Georgia Regional Development Center and the Georgia Department of Community Affairs for review.

Offered, read, and adopted by the City of Nicholls Board of Commissioners, this the 4<sup>th</sup> day of June, 2007.

CITY OF NICHOLLS, GEORGIA

wayne Street, Mayor

Attest:

Dianne Tanner, City Clerk



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Coffee County May 2007 SPS HOFSTADTER & ASSOCIATES, INC. civil/environmental/transportation consulting engineers

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COFFEE COUNTY

City of Nicholls



 Service outside incorporated boundary

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Coffee County May 2007 SDS







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