



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **DOUGHERTY**

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for ALL SDS submittals. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1192 1534 1428" style="background-color: #0056b3; color: white; padding: 5px; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

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

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

Dougherty County, Georgia ("County")  
City of Albany, Georgia ("Albany")

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport; Animal Control; Emergency Management Services; Keep Albany-Dougherty Beautiful Commission; Solid Waste - Disposal and Collection; Storm Drainage; Library Services; Emergency Medical Services

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Albany-Dougherty Drug Unit; E-911 Services; Economic Development Commission; Fire Protection, Information Technology, Jail Services, Occupation Tax, Assessment and License Collection; Planning and Development Services; Police Services; Procurement; Recreation; Sewer Service; Tax Collections; Traffic Engineering; Transportation; Water Service, Water and Sewer Rates; Code Enforcement

Facilities Management was removed as a Service Delivery Strategy.





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

COUNTY: DOUGHERTY

Service: *Albany Dougherty Drug Unit*

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

- a.)  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.): **Albany Dougherty Drug Unit**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. The Service Agreement Supplement identifies more specific responsibilities for each entity as well as the ADDU Staff.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Joint Resolution	City and County	August 8, 2005 until amended
2017 HB 489 Joint Resolutions	City and County	November 1, 2017 and open

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?

Memorandum of Understanding effective August 8, 2005 and Service Agreement Supplement adopted with this document.

7. Person completing form: **Richard Crowdis, County Administrator**  
 Phone number: **(229) 431-2121** Date completed: 9/25/2017

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:



**ALBANY DOUGHERTY DRUG UNIT**

This is a joint service under Joint County Resolution No. 05-029 and City Ordinance No. 05-R161.

See attached Supplement to Service Agreement.



## 2. ALBANY DOUGHERTY DRUG UNIT SERVICE AGREEMENT SUPPLEMENT 2016

- A. A Policy and Review Board consisting of the following five (5) members: the Dougherty County Sheriff, the Dougherty County Police Chief, the City of Albany Police Chief, the City Attorney for Albany, Georgia and the Dougherty County District Attorney. The Board will be responsible for the establishment of goals and policies for the operation of the Drug Unit. They will also oversee the operations of the Unit through the Commander. They will be responsible for the preparation and implementation of a yearly budget. In the event of a matter being unresolvable, the matter will be referred to both the City Manager and the County Administrator for a final resolution.
- B. The Drug Unit will consist of 27 members to be filled by employees from the respective agencies who have been interviewed by the Drug Unit Supervisors and recommended to the respective Agency Head for assignment to the Drug Unit. **The Agency Head will have the discretion of assigning personnel to the Drug Unit based on manpower allocation and needs of the respective agency.** The Unit will consist of One (1) Unit Commander, 12 city officers, 12 county officers, one (1) Assistant District Attorney and one (1) Legal Secretary.
- C. The Commander will be selected and appointed by a majority vote of the Policy and Review Board and will serve at the pleasure of the Board. The Board shall be responsible for setting the salary and benefits of employment. The salary established must take into account the current Pay Plans of the City if a City employee, and the County if a County employee. The duties of the Commander shall be to plan, direct and coordinate the daily activities of the Unit; supervise all squad personnel; recommend policy changes to the Board; prepare and submit an annual budget to the Board; act as spokesperson for the Unit; and any other duties deemed appropriate by the Board.
- D. The Commander position can be filled by either a city or county employee and the non-employer entity is responsible for paying 50% of all Commander salary and benefits. If the Commander position is filled by an external candidate, then the position will rotate between the City and County with the first rotation being the City.
- E. An annual budget will be recommended by the Policy and Review Board to the City Manager and County Administrator for their review and approval. The proposed ADDU Budget would then be recommended for approval for funding in the respective City and County Annual Budgets.

*Disregard  
highlight*



## 2. ALBANY DOUGHERTY DRUG UNIT SERVICE AGREEMENT SUPPLEMENT 2016

- F. The Operation Expenses and Fixed Asset portions of the budget for the Drug Unit will be funded and shared equally by the City and County. The jointly occupied building at 700 Pine Avenue is titled in the name of the City of Albany. The City will be responsible for property and grounds maintenance and capital improvements on the building. The County is responsible for 50% of these costs based on the prior year's audit.
- G. The salaries and benefits of the City personnel will be the responsibility of the City who will pay these officers directly. The salaries and benefits of the County personnel will be the responsibility of the County who will pay these officers directly. The County will fund the ADA and the City will fund the Legal Secretary.
- H. All cash and/or property seized and received through Asset Forfeiture will become the property of the Drug Unit. The seized assets can be used to fund operations, equipment, capital costs, and further drug investigations in accordance with state and federal regulations.
- I. All vehicles seized or purchased will be titled through the County and will be insured on the County insurance policy. These vehicles will be maintained by the County Shop or by the best alternate repair shop.
- J. Insurance and Liability
1. Each county governing authority or local municipality shall waive the right to, and agrees that it will not bring any claim or suit against any other local governing authority for any Workers' Compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with ADDU operations or activities. Even if the injuries were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned by its participating law enforcement entity.  

  2. Any claim arising under OCGA §36-92-1 et. seq. is the sole responsibility of the employer of the employee using the motor vehicle. Each party may self-insure this obligation as per OCGA §36-92-4(a) or may purchase liability insurance. Nothing in this paragraph is to be construed as a waiver of sovereign immunity by either party. Nothing in this agreement shall constitute a waiver of any available immunities or defenses.  


## 2. ALBANY DOUGHERTY DRUG UNIT SERVICE AGREEMENT SUPPLEMENT 2016

- K. All personnel will have to submit to a drug screen and polygraph exam prior to assignment to the Drug Unit and will be subject to random testing while assigned to the Unit.
  
- L. No termination of participation in the Drug Unit by any governing authority will be effective unless notice is given to the other governing authorities 90 days prior to the start of the next fiscal year which is the 1<sup>st</sup> of July.



A RESOLUTION

ENTITLED

*Co - 05 - 024*  
*City 05-R161*

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

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

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

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

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

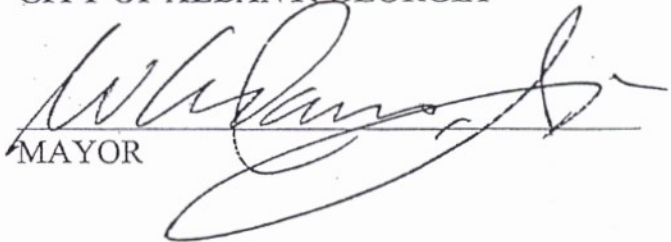
SECTION 3. The Albany Dougherty Drug Unit is requested to provide the City Clerk and County Clerk with a quarterly report describing any expenditures of what are known as seized funds.

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

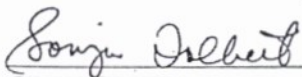
automatic renewal on each anniversary date of this Agreement, provided, either party may terminate this Agreement without any further obligation hereunder by providing the other party with sixty days written notice.

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

CITY OF ALBANY, GEORGIA

  
MAYOR

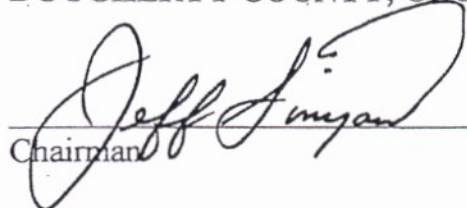
ATTEST:

  
CITY CLERK

Adopted: *July 26, 2005*

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

DOUGHERTY COUNTY, GEORGIA

  
Chairman

ATTEST:

  
COUNTY CLERK

Adopted: *August 8, 2005*



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

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

**RECITALS**

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

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

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

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

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

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

**CITY OF ALBANY**

By: \_\_\_\_\_

Its: Mayor

(SEAL)

**DOUGHERTY COUNTY, GEORGIA**

By: \_\_\_\_\_

Its: Chairman

(SEAL)

Approved by City Attorney

\_\_\_\_\_  
C. Nathan Davis

Approved by County Attorney

\_\_\_\_\_  
W. Spencer Lee, IV





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: E-911 Services**

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

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

b.)  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.):

c.)  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):

d.)  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.):

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

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

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

**No**

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

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

**SDS FORM 2, continued**

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
County	User Fees, General Fund, Special Services District Fund
City	User Fees, General Fund

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

See Attached. Including calculation from 2013 CVIOG Study to provide a more equitable distribution of costs.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Joint Resolutions	City and County	
2017 HB 489 Joint Resolutions	City and County	November 1, 2017 and open

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

7. Person completing form: **Richard Crowdis, County Administrator**  
 Phone number: **(229) 431-2121** Date completed: 9/25/2017

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:



## **E- 911 SERVICES**

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

In August 2013 a study by Carl Vinson Institute of Government determined the percentages that Dougherty County should pay to the City for E-911 Services. The percentages based on coverage are 13.9% for Emergency Medical Services and 13.7% for Dougherty County Police.

The amount paid each year will be determined by the prior year's audited expenses times the respective percentages for EMS and DCP.

See attached Supplement for calculation example.

#### 4. E-911 SERVICE COST CALCULATION

##### E-911 SERVICES

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

In August 2013 a study by CVIOG, determined the percentages that Dougherty County should pay to the City for E-911 Services. The percentages based on coverage are 13.9% for Emergency Medical Services and 13.7% for Dougherty County Police.

The amount paid each year will be determined by the prior year's audited expenses times the respective percentages for EMS and DCP.

The formula for calculating the above is:

Fiscal Year E911 Audited Costs:

Less CAD Revenues:

Equals Remaining Costs to be shared by the City and Dougherty County:

Dougherty County provides the building space for E911 currently at 6,413 square feet. CVIOG determined that the amount charged per square foot is less than the market rate for the occupied space. The difference between the amount charged per square foot and the market rate is known as in-kind rental which will be deducted from Dougherty County's portion of the remaining costs. The following is an example of determining the costs to be paid.

Remaining Costs to be shared by the City and Dougherty County  
Times 13.9% equals the amount to be paid by EMS before the In-kind Rental is deducted  
Less the In-kind Rental  
Equals the Net to be paid by EMS

Remaining Costs to be shared by the City and Dougherty County  
Times 13.7% equals the amount to be paid by Dougherty County Police

##### **Example:**

Cost of E911 Service	\$2,080,343	
Base CAD Fund Revenues (deduct)	\$1,432,653	
Remaining Cost to be Covered	\$ 647,690	
EMS @13.9% equals	\$ 90,029	less \$56,306 equals \$33,723 due from EMS
Dougherty Cty Police @ 13.7% equals	\$ 88,734	

In-kind rental must be deducted from the EMS portion above calculated as follows:

Building square footage:	6,413 square feet	
Times Market Rate:	\$12.50	Current Market Rate
Equals Market Rate Rental:	\$80,163	
Less Current Rent:	\$23,856	Facilities Mgmt. charge based on cost per square foot
Equals In-Kind Rental	\$56,306	Amount to Deduct from EMS portion



07-009

**A RESOLUTION  
ENTITLED  
A RESOLUTION RATIFYING AN INCREASE IN FEE FOR  
WIRELESS TELECOMMUNICATION CONNECTIONS FOR  
ENHANCED 911 SERVICES WITHIN DOUGHERTY  
COUNTY, GEORGIA; REPEALING PRIOR RESOLUTIONS  
IN CONFLICT AND FOR OTHER PURPOSES.**

WHEREAS, the City of Albany presently operates a 9-1-1 emergency system for all of Dougherty County; and

WHEREAS, the 9-1-1 emergency system has recently been enhanced and improved so that it is now capable of providing and does provide automatic number identification and automatic location identification of a wireless telecommunications connection known as wireless enhanced 9-1-1; and

WHEREAS, O.C.G.A. § 46-5-134 authorizes local governments to impose a wireless enhanced 9-1-1 charge for such enhanced service upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within the jurisdiction of the local government; and

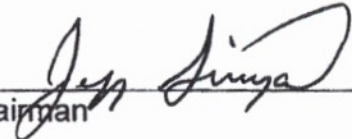
WHEREAS, the City of Albany recently imposed a rate of \$1.50 per month per wireless connection as per Resolution 07-R11 0,

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

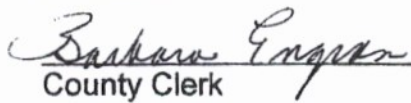
SECTION 1. Dougherty County ratifies the City's action in Resolution 07-R11 0 increasing the fee for wireless enhanced 9-1-1 charge imposed upon each wireless telecommunications connection subscribed to by subscribers whose billing address is within Dougherty County, Georgia, to \$1.50 per month per wireless connection provided to each telephone subscriber.

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

DOUGHERTY COUNTY, GEORGIA

  
Chairman

ATTEST:

  
County Clerk

Adopted: April 16, 2007



A RESOLUTION  
ENTITLED

99-020

A RESOLUTION APPROVING AND ADOPTING A FIFTY CENTS INCREASE IN THE E-911 SUBSCRIBER FEE TO FINANCE THE RELOCATION AND CONSTRUCTION OF THE COMPUTER-AIDED DISPATCH ENHANCED EMERGENCY TELEPHONE NUMBER 911 SERVICE; REPEALING PRIOR RESOLUTIONS IN CONFLICT; AND FOR OTHER PURPOSES.

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

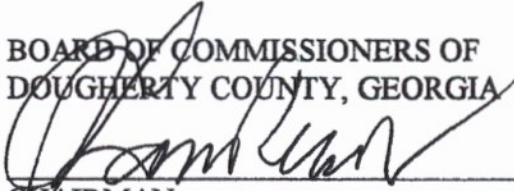
WHEREAS, this Board of Commissioners has previously determined it to be in the public interest to establish and maintain such a system and to finance the same as provided by state statute:

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

SECTION I: That immediately upon the adoption of this resolution, a fee of One Dollar and Fifty Cents (\$1.50) is fixed and established for a period not to exceed eleven months of actual collection of said fee to be paid by each telephone subscriber in Dougherty County, Georgia, for the relocation of the E-911 Center to the Emergency Operations Center. Said E-911 fee shall revert back to One Dollar (\$1.00) at the end of the eleven month collection period.

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

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

  
CHAIRMAN

ATTEST:

  
COUNTY ADMINISTRATOR

Adopted: June 7, 1999

A JOINT RESOLUTION  
ENTITLED

98-035 Co.  
98-R233 City

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

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

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

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

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

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

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

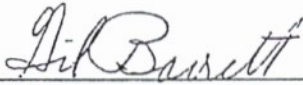
BE IT FURTHER RESOLVED that said wireless charge shall be imposed on the first day of March 1999.

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

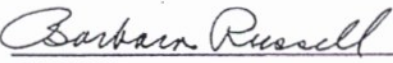


BE IT FURTHER RESOLVED that all resolutions or parts of resolution in conflict herewith are repealed.

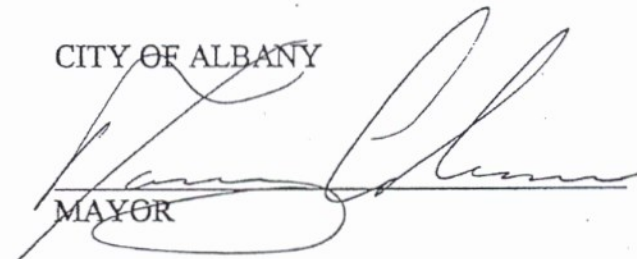
BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

  
\_\_\_\_\_  
CHAIRMAN

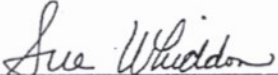
ATTEST:

  
\_\_\_\_\_  
CLERK  
ADOPTED: 10-05-98

CITY OF ALBANY

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CLERK  
ADOPTED: 9-22-98

A RESOLUTION  
ENTITLED

93-019

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

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

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

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

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

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

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
COUNTY ADMINISTRATOR

ADOPTED: June 21, 1993



90-081

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

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

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

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

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

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

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

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



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

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

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

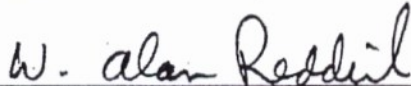
SECTION VI: All resolutions or parts of resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA



CHAIRMAN

ATTEST:



COUNTY ADMINISTRATOR

ADOPTED: 11/05/90



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Economic Development Commission**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Economic Development Commission**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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



**SDS FORM 2, continued**

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

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

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

See Attached. Minor clarification in wording.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## **ECONOMIC DEVELOPMENT COMMISSION**

The City and County contribute equally to the operation of the Economic Development Commission with mutually agreed amount.



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Fire Protection**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

**SDS FORM 2, continued**

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

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

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

The revision extends the term of the 2014 Fire Service Agreement to run concurrently with the other 2017 Service Agreements until 2026.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Fire Protection Agreement	City and County	6/2014–2026 unless amended
2017 HB 489	City and County	November 1, 2017 until 2026
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## **FIRE PROTECTION**

The County contracts with the City of Albany to provide fire protection services in the unincorporated area of the county. The 2014 Fire Service Agreement executed by the City and County is hereby incorporated as part of this agreement, and will be extended to run concurrently with the other 2017 Service Agreements until 2026, unless changed by agreement of the City and County.

A RESOLUTION  
ENTITLED

14-R148

A RESOLUTION AUTHORIZING AND  
APPROVING EXECUTION OF SERVICE  
DELIVERY AGREEMENT WITH  
DOUGHERTY COUNTY RE FIRE  
SERVICES; REPEALING PRIOR  
RESOLUTIONS IN CONFLICT AND FOR  
OTHER PURPOSES.

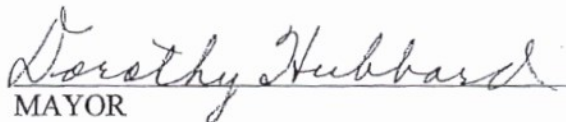
WHEREAS, it is in the best interests of the citizens of Albany that the attached Service Delivery Agreement ("Agreement") with Dougherty County re Fire Services be approved and properly executed,

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

SECTION 1. That certain Agreement is hereby approved, and the Mayor, or in her absence, the Mayor Pro-Tem, is authorized to sign and the City Clerk may affix the City seal.

SECTION 2. A copy of the Agreement is attached hereto and specifically incorporated herein by reference as fully as if set forth verbatim.

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

  
MAYOR

ATTEST:

  
CITY CLERK

Adopted: June 25, 2014

Introduced By Commissioner: Jimmie Postell  
Date(s) read: June 25, 2014



14-013

<Fire>

**A RESOLUTION  
ENTITLED  
A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF SERVICE DELIVERY  
AGREEMENTS WITH THE CITY OF ALBANY, GEORGIA IN REGARD TO CENTRAL  
SERVICES/PROCUREMENT, CODE ENFORCEMENT, FIRE SERVICES AND RECREATION;  
RATIFYING PREVIOUS EXECUTIONS OF SAID SERVICE DELIVERY AGREEMENTS BY THE  
CHAIRMAN OF THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA;  
REPEALING PRIOR RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia finds that it is in the best interest of the citizens of Dougherty County that the attached Service Delivery Agreements with the City of Albany regarding Central Services/Procurement, Code Enforcement, Fire Services and Recreation be approved and properly executed.

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

**SECTION I** The attached Service Delivery Strategy Agreements between Dougherty County, Georgia and the City of Albany, Georgia are hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same.

**SECTION II** Any previous executions of the attached Service Delivery Strategy Agreements by the Chairman of the Board of Commissioners of Dougherty County is hereby approved and ratified.

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

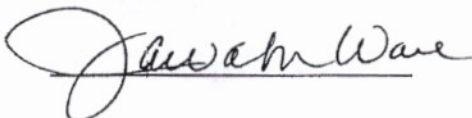
This the 7th day of July, 2014.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

Jeff Snyard, Chairman

ATTEST:

  
Savannah Ware

STATE OF GEORGIA  
COUNTY OF DOUGHERTY

This Agreement made and entered into this 25 day of June, 2014, by and between the CITY OF ALBANY, GEORGIA (hereinafter referred to as "City"), and DOUGHERTY COUNTY, GEORGIA (hereinafter referred to as "County"):

WITNESSETH:

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

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

IT IS, THEREFORE, AGREED as follows:

1.

This contract shall commence on the 1<sup>st</sup> day of July, 2014 and shall continue for a term of five (5) years, and shall terminate on June 30, 2019, provided the contract is not renewed for a successive term of five (5) years under the terms and conditions later stated in this contract.

2.

The City shall use and employ its firefighting personnel and equipment for the purpose of affording fire protection within the County of Dougherty and outside the incorporated limits of the City of Albany in the same manner as provided to persons and properties within the City of Albany. The coverage based system as defined in 2013 Carl Vinson study will be methodology used to assure best fire protection coverage/ISO rating for both city and county.



3.

As consideration for this contract, County will pay to City the sum of Three Million Eight Hundred Sixty-Two Thousand Five Hundred Dollars and No cents (3,862,500) per year in equal monthly installments, commencing July 1, 2014 through June 30, 2015. The initial payment is based upon 2013 Carl Vinson study defined coverage based service agreement utilizing cost of providing those services to county based on actual 2012/13 audited fire services budget with an initial 1.6% CPI adjustment to bridge gap between 12/13 to 14/15 budget.

The annual payment commencing July 1, 2014 and ending June 30, 2015, shall be subject to an annual adjustment pursuant to the Consumer Price Index for South Urban Consumers, All Items (1982-84=100) issued by the U. S. Department of Labor for the previous twelve (12) months ending December 31.

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

4.

The County agrees to be responsible for the continued maintenance of major, building components of the four existing County fire stations along with the replacement of any vehicles and equipment used to equip said vehicles and stations. "Major building and vehicle components shall include, but not be limited to, fire hose, rescue equipment, infrared cameras, generators, Hurst Jaws of Life, the roof, heating and air conditioning system, plumbing, electrical, appliances, lighting fixtures and other structural components and equipment that have a service life of more than five years."

The City of Albany will be responsible for utilizing its personnel and equipment, to fully support county equipment and stations providing same level of services to county as are provided at beginning of this contract agreement.



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

In the event a new fire station is to be constructed, the 2013 Carl Vinson study defined coverage based service agreement utilizing cost of providing those services to county based on latest audited fire services budget at the time of opening of new station will determine the amount of additional expense to be paid by the County.

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

THE CITY OF ALBANY, GEORGIA

BY: *Dorothy Hubbard*  
MAYOR

ATTEST:

*Suzie Albert*  
CITY CLERK

*adopted: June 25, 2014*

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY GEORGIA

BY: *[Signature]*  
CHAIRMAN

ATTEST:

*Jawahar Wane*  
COUNTY CLERK

*approved: June 16, 2014*



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Information Technology**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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



**SDS FORM 2, continued**

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

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

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

See Attached. Changed the method of determining cost share for each entity.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## INFORMATION TECHNOLOGY

The City's Technology and Communications Department (TAC) is responsible for providing support to all elements of both the City and County governments. The Director's title is changed to the Chief Information Officer (CIO). The cost of this support is pro-rated based on the number of computers (desk, lap top, tablets). No indirect costs will be used in the calculation.

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

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

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

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

- The City Manager
- The County Administrator
- Six County appointees (to be appointed by the County Administrator)
- Six City appointees (to be appointed by the City Manager)

\* For each appointee, the City and County Manager, respectively, may appoint an alternate voting delegate.

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

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

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





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Jail Services**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **County**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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



## SDS FORM 2, continued

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

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

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

See Attached. Changed time period for conducting cost study.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Joint Resolutions	City and County	August 2, 1999 until amended
Jail Agreement		
2017 HB 489		
Joint Resolutions	City and County	November 1, 2017 and open

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:

## JAIL SERVICES

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

A RESOLUTION 99-R189  
ENTITLED

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

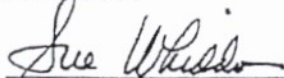
BE IT RESOLVED by the Board of Commissioners of the City of Albany, Georgia  
and it is hereby resolved by authority of same:

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

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

  
MAYOR

ATTEST:

  
CITY CLERK

Adopted: July 13, 1999



99-041

A RESOLUTION  
ENTITLED

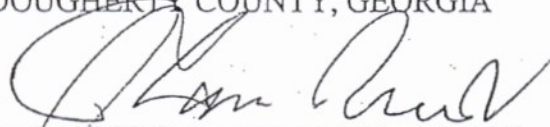
A RESOLUTION APPROVING AND AUTHORIZING  
EXECUTION OF AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY OF ALBANY  
AND THE DOUGHERTY COUNTY JAIL FACILITY;  
REPEALING PRIOR RESOLUTIONS IN CONFLICT;  
AND FOR OTHER PURPOSES.

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

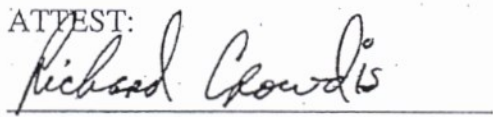
SECTION I: That the Intergovernmental Agreement between the Dougherty  
County Jail Facility and the City of Albany to incarcerate certain persons arrested for  
violation of crimes and ordinances of the City of Albany is approved. The Chairman and  
the County Administrator are authorized and directed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

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

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

  
\_\_\_\_\_  
CHAIRMAN

ATTEST:

  
\_\_\_\_\_  
COUNTY ADMINISTRATOR

ADOPTED: August 9, 1999

## INTERGOVERNMENTAL AGREEMENT FOR JAIL SERVICES

State of Georgia  
County of Dougherty

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

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

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

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

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

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



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

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

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

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



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

Dougherty County Board of Commission

By: [Signature]  
Chairman

Attest: Richard Crowds  
County Administrator

City Commission of the City of Albany

By: [Signature]  
Mayor

Attest: Sue Whittle  
City Clerk

Sheriff of Dougherty, Georgia

By: [Signature]  
Sheriff

Attest: Maria Smith  
Witness

City of Albany Police, Georgia

By: [Signature]  
Chief

Attest: Sonja Albert  
Witness



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Occupation Tax, Assessments, and License Collection**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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



**SDS FORM 2, continued**

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

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

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

See Attached. Name change for City Department.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:

## **OCCUPATION TAX, ASSESSMENT AND LICENSE COLLECTION**

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



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

**ARTICLE I. - IN GENERAL**

Sec. 2-10-1. - Definitions.

Sec. 2-10-2. - License fee and occupation tax methodology.

Sec. 2-10-2.1. - Insurer; fees and taxes.

Sec. 2-10-3. - License year; registration of applicant; each place of business subject to license; registration and payment prerequisite to engaging in business.

Sec. 2-10-4. - Reserved.

Sec. 2-10-5. - Proration of license.

Sec. 2-10-6. - Transferability of license.

Sec. 2-10-7. - Tax subject to subsequent legislation.

Sec. 2-10-8. - Rules and regulations.

Sec. 2-10-9. - Reserved.

Sec. 2-10-10. - Collection of delinquent taxes, penalty, interest and execution fee.

Sec. 2-10-11. - Operation without license; violating rules or regulations.

Sec. 2-10-12. - Granting or revoking alcoholic beverage license.

Sec. 2-10-13. - Article supplemental of state law.

Sec. 2-10-14. - [Proper payment of sales tax.]

Secs. 2-10-15—2-10-19. - Reserved.

**Sec. 2-10-1. - Definitions.**

As used in this article, the following terms shall have the respective meanings ascribed to them:

*Business:* Includes business, occupation, trade, profession, and calling.

*License:* Both license and occupation tax.

(Code 1979, § 3-2-31; Res. No. 79-161, § 1, 11-19-79)

**Sec. 2-10-2. - License fee and occupation tax methodology.**

(a) From the date January 1, 1996, each person, firm, company or corporation engaged in any business, trade, profession or occupation in the unincorporated areas of Dougherty County, Georgia hereafter referred to as "county" shall register with the license inspector; obtain a business license and pay a license fee of fifty dollars (\$50.00) per year unless exempted.

All applicants for a new license or a renewal license shall be required to pay the license fee in order to defray administrative and inspection costs related to the regulation and issuance of business licenses. Fees are due at the time an application is submitted and fees are not refundable in any portion even if a license is not issued. Forms are available from the license inspector.

All licenses are renewable on an annual basis and fees are due on or before March fifteenth of each calendar year.

(b) In addition to any business license fee, from the date January 1, 1996, each person, firm, company or corporation engaged in any business, trade, profession or occupation in the county shall pay a flat occupation tax of fifty dollars (\$50.00) plus an occupation tax, if applicable, based upon their



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

number of employees as set forth in Exhibit "A" except those businesses, occupations or professions enumerated in subsection(d)4, which shall be taxed at a rate specified in this section. The term "number of employees" shall mean an individual who works forty (40) hours per week and receives a W-2 form from an employer. Part-time employees' total hours will be divided by forty (40) to determine the number of "full-time equivalents."

(c) *Occupation tax.* The occupation tax levied and assessed shall be determined in accordance with the following:

- (1) Determine whether business, trade, profession or occupation is listed in subsection (d); if so, occupation tax is amount specified;
- (2) Determine the number of employees as defined by this section, and find the applicable bracket in Exhibit "A" for the amount of tax.

(d) *Specified occupation, privilege, and industrial taxes.* The following trades, businesses, professions and occupations are hereby declared not subject to the flat occupation tax of fifty dollars (\$50.00) nor any occupation tax based on employees as defined in subsection (b), and are hereby taxed annually in accordance with the following schedule:

- (1) *Professionals.* Each individual practitioner of law, medicine, osteopathy, chiropractics, podiatry, dentistry, optometry, veterinary medicine, landscape architecture, land surveying, massage and physiotherapy, public accounting, embalming, funeral directing, civil, mechanical, hydraulic or electrical engineering or architecture who maintains their principal office in the county shall pay by calculating the occupation tax due as a result of a flat occupation tax of fifty dollars (\$50.00) plus an additional occupation tax, if applicable, based on number of employees in accordance with "Exhibit A" by paying the sum of four hundred dollars (\$400.00) per year. No such levy shall be assessed upon or collected from any practitioner whose office is maintained by and who is employed in practice exclusively by the United States, the State of Georgia, a municipality or county of the State of Georgia, or any instrumentality thereof.
- (2) *Peddlers, transients, itinerant merchants or vendors.* Peddlers, as defined in Code Section 2-10, and transient, itinerant merchants and vendors, as defined in Code Section 2-10: Flat occupation tax of fifty dollars (\$50.00) per day for each day business will be conducted plus an occupation tax based on number of employees, if applicable.

A traveling salesperson engaged in taking orders for the sale of goods when no delivery of goods is made at the time of taking the order and a merchant, dealer or employee of either, the situs of whose business is outside the county who delivers goods to wholesale or retail customers in the county either on orders previously taken by his salespersons or on orders previously given directly to him by the wholesale or retail customer, are exempted from any license fee or occupation tax.

- (3) *State and national banking associations, federal savings and loan associations.* Pursuant to O.C.G.A. Section 48-6-93, an occupation tax is levied upon each state and national banking association, federal savings and loan association, state banking and loan association and other depository banking institution doing business from one (1) or more locations within Dougherty County, Georgia.

The rate of occupation tax on any depository financial institution subject to this section shall be 0.25% of gross receipts of said institution during the calendar year immediately preceding



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

the year for which the tax shall be due; provided, however, that the minimum amount of occupation tax due from any depository financial institution shall be one thousand dollars (\$1,000.00) minus the annual license fee of fifty dollars (\$50.00). Gross receipts shall mean gross receipts as defined in O.C.G.A., Section 48-6-93. Any occupation tax due under this subsection will be subject to a credit of fifty dollars (\$50.00) for the annual license fee.

Each depository financial institution subject to this tax shall file a return of its gross receipts with the City of Albany's Treasurer's office on or before March first of the year following the year in which such gross receipts were measured. Said return shall be in the manner and in the form prescribed by the Commissioner of the State Department of Revenue and shall be based upon the allocation method set forth in O.C.G.A. Section 48-6-93(d). The tax levied pursuant to this section shall be assessed and collected based upon the information provided in said return.

The due date of taxes levied by this section shall be March fifteenth of each tax year.

(e) *Exemption from license fee and occupation tax.* The following persons, firms, companies, or corporations engaged in any trade, business, profession or occupation in the county are exempt from the requirement of paying a license fee and an occupation tax:

(1) Each person operating a business in the county under a veteran's certificate of exemption issued by the State of Georgia, Department of Veteran's Service.

(2) Any nonprofit organization conducting business activities directly related to its nonprofit status. A nonprofit organization is defined as an organization which is classified as nonprofit by the Internal Revenue Service and exempt from federal taxes under Internal Revenue Service regulations.

A nonprofit organization doing business that is not directly related to its nonprofit status will be required to obtain a business license and pay an occupation tax for every business activity conducted that is not directly related to its nonprofit status.

(3) Businesses subject to a franchise fee. Any person, firm, company, or corporation engaged in any trade, business, profession or occupation in the county which is subject to payment of a franchise fee under state law county resolution shall not be subject to pay an additional occupation tax.

All exempt organizations are required to file an application and obtain a business license under the applicable regulations as promulgated by the license inspector. All exempt organizations will be subject to the same requirements of businesses obtaining business licenses and paying license fees, although exempt organizations will not be subject to license fees or occupation taxes.

(f) *Payment of estimated occupation tax.* All occupation taxes fixed in accordance with this section shall be due on or before March fifteenth of each calendar year or on the date the business commences operations.

(g) *License required for each business location.* Each person or entity transacting, or offering to transact, business within the county, whether in connection with any other business or not, shall pay to obtain a business license, pay a license fee and occupation tax for each separate location in which the person or entity transacts, or offers to transact, business.



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

(h) *Duration of license.* Each license issued under this section shall be for the calendar year, or the remaining portion thereof, and shall expire on December thirty-first of the year of issuance, except as may be specifically provided otherwise.

(i) *Change of address.* Any person moving their business from one (1) location to another shall notify the license inspector in writing no later than the day of moving. The same business license will be valid at the new location provided the new location conforms to all applicable rules and regulations, proper notification of transfer has been made, and a transfer fee of twenty-five dollars (\$25.00) has been paid.

(j) *Renewal of license; estimated and actual occupation tax.*

(1) The owner or agent of a business, trade, profession or occupation within the county on January first, who had been licensed in the previous year, is required to file an annual return or certification of number of employees on or before March fifteenth of each year. The return application shall be signed by the appropriate person set forth above and shall include the name, address, and dominant business activity, as well as the number of employees of the business, trade, profession or occupation for the preceding year, and other information as may be required by the license inspector, for the purpose of determining the occupation tax.

(2) For each calendar year, the occupation tax determined from the filing of a return, as above required, shall constitute the estimated occupation tax for the respective calendar year in which the return is required to be filed and shall constitute the actual occupation tax for the preceding calendar year inasmuch as the return shall disclose the actual number of employees.

(3) In the event the actual occupation tax for any calendar year, determined from the return disclosing the actual number of employees for that year, shall exceed the estimated occupation tax paid for that year, the difference in amount between the actual occupation tax and the estimated occupation tax paid shall be due and payable by the license holder to the county on or before April first of the immediately succeeding year in which the estimated occupation tax was required to be determined and assessed, and shall be delinquent if not paid on or before that date.

(4) In the event the actual occupation tax for any calendar year, determined from the return disclosing the actual number of employees for the year, should be less than the estimated occupation tax paid for that year, then the difference in amount between the actual occupation tax and the estimated occupation tax paid shall be refunded by the county to the license holder; or, if the business of the license holder continues to be conducted in the county, that difference in amount may be credited by the county on the amount of the occupation tax due from the business for the calendar year in which the business is continued.

(5) Each person, firm, company or corporation engaged in any business, trade, profession or occupation may, at their option, pay any occupation tax incurred in the year in which the tax is incurred. Any excess occupation tax paid based on actual number of employees receipts for the year in which taxes have been paid will be refunded.

(k) *Information required on return form.* Every person, firm, company or corporation subject to the occupation tax under subsection (b) for the 1996 calendar year, and thereafter, shall, at the end of the preceding calendar year and on or before March fifteenth of the current year, file a return in writing to the license inspector, on a form supplied by him, setting forth under oath the following information:

(1) Name of the person, firm, company or corporation;



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

- (2) Location at which the trade, business or profession is conducted;
- (3) Exact nature of the trade, business or profession;
- (4) Number of employees of trade, business or profession. The annual number of employees shall be determined by counting the number of employees reported to the Employment Security Agency, State of Georgia, in the Employer's Quarterly Wage Summary, as being employed in the pay period of each month. New businesses shall estimate the average annual number of employees for the first year.

All the information required by this section shall be given under oath by the owner, a member of the firm, an officer of a corporation, or by an authorized employee having knowledge of actual business done.

(l) *Determination if no return made.* If any person, firm, company or corporation fails to make a return, the license inspector shall make an estimate of the amount of the number of employees. The estimate shall be made for the period in respect to which the person or business failed to make the return and shall be based upon any information which is or may come into the possession of the license inspector.

The license inspector shall give the owner or agent notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the owner or agent at his address as it appears in the records of the license inspector. Service by mail is complete when delivered by certified mail with a receipt signed by addressee.

(m) *Failure to file a return.* Any owner or agent failing to comply with the provisions of subsection (j) as it pertains to filing a return on or before March fifteenth shall be guilty of an offense as defined by and as punishable by section 2-1-8 of this Code of Ordinances.

(n) *Refunds.* If a business, trade, profession or occupation ceases operation within the year for which an occupation tax has been paid, the business, trade, profession or occupation may file a final return within thirty (30) days of closing. When the occupation tax, based on a flat occupation tax of fifty dollars (\$50.00) plus an additional occupation tax based on number of employees, if applicable, is calculated, any portion of the occupation tax paid which exceeds the actual occupation tax will be refunded. No occupation taxes paid under subsection (d) will be refunded.

(o) *License inspector authorized to examine records; confidentiality of returns; penalty for making false return.*

(1) The license inspector, or his designee, is authorized to examine the books and records of any owner or agent subject to the occupation tax and to secure any information as to the correct number of employees. The license inspector, or his designee, shall give the owner or agent written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the owner or agent at his address as it appears in the records of the license inspector. Service by mail is complete when delivered by certified mail with a receipt signed by addressee. Thereafter, the license inspector may bring an action in a court of competent jurisdiction in the name of the county to collect any deficiency, together with interest, court costs, filing fees, attorney's fees and other legal fees incident thereto.

(2) It shall be unlawful for any officer, employee, or agent of the county, or any other person, to divulge or make known in any manner the number of employees or any particulars set forth or



PART II - CODE OF ORDINANCES  
 Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
 ARTICLE I. - IN GENERAL

disclosed in any return required by this article. All contents of the return shall be confidential and open only to the officials, employees, agents of the county using such return for the purpose of this section. Independent auditors or bookkeepers employed by the county shall be classed as employees and subject to the same standards of confidentiality.

(3) Any owner or agent knowingly filing a false return shall be guilty of an offense as defined by and punishable by sections 2-1-8 and 2-10-11 of this Code of Ordinances.

(p) *Power and authority of license inspector.* The license inspector shall have the power and authority to make and publish reasonable rules and regulations, not inconsistent with this article or other ordinances and resolutions of the county and laws of the state or the Constitution of this State or of the United States, for the administration and enforcement of the provisions of this section and the collection of the license fees or occupation taxes.

EXHIBIT "A"

DOUGHERTY COUNTY BUSINESS LICENSE AND OCCUPATION TAX EXHIBIT "A"

Number of

Employees	Rate
0—5	\$0.00
6—10	50.00
11—15	100.00
16—20	200.00
21—30	300.00
31—40	400.00
41—50	500.00
51—60	600.00
61—70	700.00
71—80	800.00
81—90	900.00
91—100	1,000.00
101—150	1,200.00
151—200	1,400.00
201—250	1,600.00
251—300	1,800.00
301—350	2,000.00
351—400	2,200.00
401—450	2,400.00
451—500	2,600.00
501—600	2,850.00
601—700	3,100.00
701—800	3,350.00
801—900	3,600.00
901—1000	3,850.00



PART II - CODE OF ORDINANCES  
 Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
 ARTICLE I. - IN GENERAL

1001—1250	4,100.00
1251—1500	4,350.00
1501—2000	4,600.00
2001—2500	4,850.00
2501+	5,000.00

(Code 1979, §§ 3-2-31, 3-2-39; Res. No. 79-161, § 1, 11-19-79; Res. No. 90-054, § 1, 8-20-90; Res. No. 92-035, § 1, 7-20-92; Res. No. 93-001, §§ 1—16, 1-4-93; Res. 94-041, § 1, 12-19-94; Res. No. 95-027, §§ 1—16, 12-18-95)

**Editor's note—** Section 2-10-2 was deleted as being superseded by the provisions of Res. No. 93-001, adopted January 4, 1993, included as a new § 2-10-2 at the discretion of the editor. Former § 2-10-2 pertained to the tax levy and schedule of license fees.

**Sec. 2-10-2.1. - Insurer; fees and taxes.**

(a) *Insurers license fees.* There is hereby levied for the year 1995, and for each year thereafter, an annual license fee upon each insurer doing business within Dougherty County, Georgia, in the amount of seventy-five dollars (\$75.00). For each separate business location in excess of one not covered by subsection (b) which is operating on behalf of such insurers within the county, there is hereby levied a license fee in the amount of seventy-five dollars (\$75.00). For purposes of this section, the term "insurer" shall mean a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. Section 33-3-5.

(b) *License fees for insurers insuring certain risks at additional business locations.* For each separate business location, not otherwise subject to a license fee hereunder, not operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales, offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance, said insurer shall pay an additional license fee of twenty-six dollars and twenty-five cents (\$26.25) per location for the year 1995, and for each year thereafter.

(c) *Insurers agency license fees; independent insurance agencies, brokers, etc. not otherwise licensed.* There is hereby levied for the year 1995, and for each year thereafter, an annual license fee upon independent agencies and brokers for each separate business location from which an insurance business is conducted and which is not subject to the company license fee imposed by subsection (a) hereof in the amount of seventy-five dollars (\$75.00) for each such location within Dougherty County, Georgia.

(d) *Gross premium tax imposed on life insurers.* There is hereby levied for the year 1995, and for each year thereafter, an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the state in an amount equal to one (1) percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Section 33-8-8.1. Gross direct premiums, as used in this section, shall mean gross direct premiums as used in O.C.G.A. Section 33-8-4. The premium tax levied by this section is in addition to the license fees imposed by subsection (a).

(e) *Gross premium tax, all other insurers.* There is hereby levied for the year 1995, and for each year



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

thereafter, an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. Section 33-3-5, doing business within the state in an amount equal to two and one-half (2½) percent of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Section 33-8-8.2. Gross direct premiums, as used in this section, shall mean gross direct premiums as used in O.C.G.A. Section 33-3-4. The premium tax levied by this section is in addition to the license fees imposed by subsection (a).

(f) *Due date for license fees.* License fees imposed in subsection (a) and (b) shall be due and payable on the fifteenth day of March, 1995, and on the same date of each subsequent year.

(g) *Administrative provisions.* The county clerk is hereby directed to forward a duly certified copy of this resolution to the Insurance Commissioner of the State of Georgia within forty-five (45) days of this enactment.

(Res. No. 94-042, 12-19-94)

**Sec. 2-10-3. - License year; registration of applicant; each place of business subject to license; registration and payment prerequisite to engaging in business.**

(a) The license shall be issued or granted only for the current calendar year in which the same is to be exercised, and only after the applicant therefor has registered with the county administrator the following information: Applicant's name and the kind of business to be engaged in, and the address of each place of business, and paid the tax thereon; and if a business is conducted at different places in the county, each place shall be subject to the tax.

(b) It shall be unlawful for any person to engage in any business within the area of the county as above set out without first registering and paying tax in the amounts hereinafter provided in this chapter.

(Code 1979, § 3-2-31; Res. No. 79-161, § 1, 11-19-79)

**Sec. 2-10-4. - Reserved.**

*Editor's note—* Section 2-10-4 was deleted as being superseded by the provisions of Res. No. 93-001, adopted January 4, 1993, included herein as § 2-10-2. Former § 2-10-4 pertained to due date and delinquency penalty and derived from Code 1979, § 3-2-31 and Res. No. 79-161, § 1, adopted November 19, 1979.

**Sec. 2-10-5. - Proration of license.**

In the event a new business is commenced during the calendar year but prior to July first the applicant shall pay the license tax provided for the entire year; but if said business is commenced on or after July first, the applicant shall pay one-half the license tax.

(Code 1979, § 3-2-31; Res. No. 79-161, § 1, 11-19-79)

**Sec. 2-10-6. - Transferability of license.**

The license shall not be transferable except by permission and consent of the board of commissioners.

(Code 1979, § 3-2-31; Res. No. 79-161, § 1, 11-19-79)



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

**Sec. 2-10-7. - Tax subject to subsequent legislation.**

The license taxes shall be subject to any ordinance or resolution hereafter passed by the board of commissioners providing for the public welfare, health and security of the people of the county.

(Code 1979, § 3-2-32; Res. No. 79-161, § 2, 11-19-79)

**Sec. 2-10-8. - Rules and regulations.**

The license taxes are subject to the right of the board of commissioners to regulate and exercise police power over said businesses and the right of the board of commissioners to prescribe such rules and regulations as may be necessary in the exercise of said police power and for the protection, and promotion of the public health, safety and welfare; and to provide for a forfeiture of said licenses upon failure to comply with any of said rules and regulations.

(Code 1979, § 3-2-33; Res. No. 79-161, § 3, 11-19-79)

**Sec. 2-10-9. - Reserved.**

Editor's note— Section 2-10-9 was deleted as being superseded by the provisions of Res. No. 93-001, adopted January 4, 1993, included herein as § 2-10-9. Former § 2-10-9 pertained to transient traders and canvassers and derived from Res. No. 79-161, § 4, adopted November 19, 1979.

**Sec. 2-10-10. - Collection of delinquent taxes, penalty, interest and execution fee.**

(a) Whenever there is a default in the payment of a license tax for which provisions is herein made, it shall be the duty of the county administrator to issue an execution signed by such county administrator directed to the sheriff and all of the sheriff's lawful deputies of the county for the collection of the license tax, plus a penalty of ten (10) percent of the amount of said license, plus interest at the rate of six (6) percent per annum from the date of said license tax was due, and a fee of one dollar and fifty cents (\$1.50) as costs for the expense of issuing said execution.

(b) The execution shall be levied by the sheriff or the sheriff's deputies in the manner provided by law for the levy of execution issuing from the superior courts of this state, and all subsequent proceedings shall conform to and be governed by said rules of law.

(Code 1979, § 3-2-34; Res. No. 79-161, § 5, 11-19-79)

**Sec. 2-10-11. - Operation without license; violating rules or regulations.**

Any person who shall operate any of the businesses, as defined in section 2-10-1, for which a license fee is required by this article, whether same shall be an individual, enterprise, partnership or corporation, without having obtained the license required by this article shall be guilty of a misdemeanor, and shall be as provided in section 2-1-8. Any violation of any rules or regulations adopted by the board of commissioners pursuant to this article shall be punishable as in section 2-1-8.

(Code 1979, § 3-2-35; Res. No. 79-161, § 6, 11-19-79)

**Sec. 2-10-12. - Granting or revoking alcoholic beverage license.**

The granting or revoking of license to sell alcoholic beverages may be on the discretion of the board of commissioners.



PART II - CODE OF ORDINANCES  
Chapter 2-10 - Occupation LICENSES, TAXES AND REGULATIONS  
ARTICLE I. - IN GENERAL

(Res. No. 79-161, § 7, 11-19-79)

**Sec. 2-10-13. - Article supplemental of state law.**

All state laws in reference to the authority of a county to license specific businesses, or to revoke same, shall remain in full force and effect. This article supplements said laws. The rights given the board of commissioners to regulate and control business through license tax on specific businesses is cumulative, and the license taxes fixed by this article or any subsequent amendment shall be in addition to any license taxes fixed by state law that a county may impose unless otherwise provided.

(Code 1979, § 3-2-37; Res. No. 79-161, § 8, 11-19-79)

**State law reference—** Authority to levy business and occupation license taxes, Const. 1983, Art. IX, § 4, ¶1(b)(1); O.C.G.A. § 48-13-1 et seq.

**Sec. 2-10-14. - [Proper payment of sales tax.]**

Any person who performs any business, occupation or profession subject to an occupation tax or regulatory fee under O.C.G.A. § 48-13-1 et seq. is required to provide the county the following information when paying their occupation tax or regulatory fee:

- (1) The legal name of the business;
- (2) Any associated trade names for the business;
- (3) The mailing address for the business;
- (4) The actual physical address of each location of the business, if it is different than the mailing address;
- (5) NAICS—North American Industry Classification System Code; and
- (6) The sales and use tax identification number assigned to the business by the Georgia Department of Revenue, if the business is required by law to have such a number.

The county will provide written notice to all persons subject to occupation tax or regulatory fees and that:

- (1) This information will be turned over to the Georgia Department of Revenue; or
- (2) If the person refuses or fails to provide the required information, the county will notify the Georgia Department of Revenue of this fact.

Within thirty (30) days after receiving the payment of occupation taxes or regulatory fees under O.C.G.A. § 48-13-20, the county will electronically submit the information received from each business, to the Georgia Department of Revenue.

(Res. No. 11-001, 1-24-11)

**Editor's note—** Res. No. 11-001, adopted Jan. 24, 2011, did not specify manner of inclusion; hence, codification as § 2-10-14 was at the discretion of the editor.

**Secs. 2-10-15—2-10-19. - Reserved.**





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

COUNTY: DOUGHERTY

Service: *Planning and Development Services*

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Updated cost share calculation for more accurate allocation to each entity. See supplemental information. Code Enforcement became a separate service in 2014 Agreement.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Joint Resolution and Ordinance	City and County	July 1, 1997 until amended
2017 HB 489		
Joint Resolutions	City and County	November 1, 2017 and open

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## **PLANNING AND DEVELOPMENT SERVICES**

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

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

Beginning November 1, 2017, and thereafter, the operating and capital costs of the Planning and Development Services Department, minus all State and Federal Grants, shall be based on the percentage of Planning Permits and the cost of operating the Planning Division, and the percentage of Building Permits and the cost of operating the Development Services Division. This percentage shall be reviewed every year using audited figures, and the previous calendar year's permits. No indirect costs will be used in the calculation. All fees for permits and applications for work performed within the corporate limits of the City of Albany shall be remitted to the City. All fees for permits and applications for work performed outside the city limits shall be remitted to the County. A supplement is attached illustrating the calculation.

The County's share of these costs shall be funded from the Dougherty County Special Tax District covering the unincorporated area. County will provide for the cost of one GIS technician, currently housed in City Engineering.

## City/County Permit Comparison

### 2015 Calendar Year

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#### City of Albany

Year	Number of Building Permits Issued
2015	4775

#### Dougherty County

Year	Number of Building Permits Issued
2015	685

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Combined Permits issued 2015:	5,460
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#### Percentage for each based on the total for 2015

The County percentage of building permits issued is 12.5%

The City percentage of building permits issued is 87.5%

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#### City of Albany

Year	Number of Planning Permits Issued
2015	244

#### Dougherty County

Year	Number of Planning Permits Issued
2015	95

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Combined Permits issued 2013 - 2015:	339
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#### Percentage for each based on the total for 2015

The County percentage of planning permits issued is 28%

The City percentage of planning permits issued is 72%



15. PLANNING COST CALCULATIONS

<b>Planning and Development Department Budget Allocation to County Services</b>			
<b>Division</b>	<b>Total Cost*</b>	<b>County Percentage</b>	<b>County Cost</b>
Development Services	\$424,715	12.5%	\$53,089
Planning	\$723,163	28%	\$202,486
<b>Totals</b>	<b>\$1,147,878</b>	<b>22.2%</b>	<b>\$255,574</b>

\*Cost is taken from FY 14/15 actual amount

Permits are actual for 2015 calendar year

A JOINT RESOLUTION AND ORDINANCE  
ENTITLED

97-022

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

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

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

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



## Commission.

### **Membership.**

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

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

### **Compensation.**

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

### **Organization rules and officers.**

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

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

**Powers, duties and responsibilities.**

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

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

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

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



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

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

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

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

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

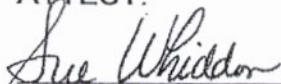
Department shall be City employees and shall be entitled to all rights, privileges, and responsibilities thereof. The Planning and Development Services Department head shall be appointed jointly by the City Manager and the County Administrator.

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

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

  
MAYOR

ATTEST:

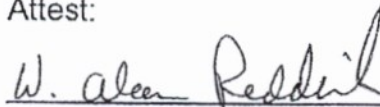
  
CITY CLERK

Adopted: 6-10-97

Board of Commissioners of  
Dougherty County, Georgia

By:   
Chairman

Attest:

  
County Administrator

Adopted: June 16, 1997





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Police Services**

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

- a.)  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.):
  
- b.)  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.):
  
- c.)  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.):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **County and City**
  
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Included existing MOU for County Police to operate speed radar inside city limits.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## **POLICE SERVICES**

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

The City agrees to allow Dougherty County Police to operate speed radar within the incorporated limits based on the Memorandum of Agreement dated October 11, 2007.



**Memorandum of Agreement  
City of Albany and Dougherty County  
Concurrent Use of Radar by Dougherty County Police Department**

Effective this date, by the signatures of the undersigned, the City of Albany and Dougherty County enter into a Memorandum of Agreement for the Dougherty County Police Department to have concurrent Radar Permit jurisdiction with the Albany Police Department for the attached roads lying inside the corporate city limits of the City of Albany. Said agreement is entered into for promotion of more increased public safety in Albany and Dougherty County.

This agreement will be in effect for the below listed roads:

<u>Road Requested</u>	<u>Description of Route &amp; Duration</u>	<u>Mileage</u>
Liberty Bypass	Dawson Rd east to city limits	9.1
Gillionville Rd (SR 234)	Westover Rd west to city limits	3.1
Lockett Station Rd	Gillionville Rd south to Oakridge Dr	2.5
S. Westover Rd	Gillionville Rd south to city limits	3.2
Oakridge Dr	Lockett Station Rd west to Moultrie Rd intersection	7.7
Newton Rd (Sr 91)	Lippitt Dr southwest to Oakhaven Dr	3.1
Old Pretoria Rd	Oakridge Dr southwest to Ayres Way	0.7
Martin Luther King Dr	Oakridge Dr south to Story Lane	1.5
Philema Road	N. Jefferson St northeast to county line	0.4
Radium Springs Rd	Oakridge Dr south to Raintree Lane	1.2
Clark Ave	Liberty ByPass east to Pinebluff Rd	2.3
Mock Rd	Clark Ave south to Cutts Dr	1.8
Cordele Rd (SR 300)	McCollum Dr south to Mock Rd	1.5
Sylvester Rd (SR 82)	Mock Rd east to Pinson Rd	1.3
<b><u>TOTAL MILEAGE OF REQUESTED CHANGES</u></b>		<b><u>39.4</u></b>

The attached letter dated October 11, 2007 is incorporated as part of this MOA.

Richard Crowdis  
Richard C. Crowdis  
County Administrator  
Dougherty County, Georgia

10-19-07  
Date

Alfred D. Lott  
Alfred D. Lott  
City Manager  
City of Albany, Georgia

10-19-07  
Date





DON CHEEK, CHIEF  
PHONE (229) 430-6604

## DOUGHERTY COUNTY POLICE DEPARTMENT

2106 HABERSHAM ROAD  
ALBANY, GEORGIA 31701-3906



PATROL/TRAFFIC DIVISION  
PHONE (229) 430-6600  
INVESTIGATIVE DIVISION  
(229) 430-6603  
FAX (229) 430-6605

TO : Mr. Richard Crowdis  
Dougherty County Administrator

FROM : Chief Donald M. Cheek *DMC*  
Dougherty County Police Department

DATE : October 11, 2007

SUBJECT : Requested Changes to Dougherty County Police Department Radar Permit

Following discussions with my Command Staff and with Michele DeMott (Governor's Office of Highway Safety – Albany Safe Communities Coordinator), I am requesting the following additions be made to DCP's existing Radar Permit.

The requested changes involve roads within the Albany city limits that are presently radar permitted only to the Albany Police Department. I am requesting that the following described roadways be listed with DOT as concurrently permitted to both the Albany Police Department and the Dougherty County Police Department.

I have discussed this issue with Ms. Michelle DeMott, Coordinator of the Albany Safe Communities Program, and she has made contact with DOT Tifton. She advises that DOT has no policy or statute prohibiting concurrent radar permitting. OCGA 40-14-et al does not address concurrent radar permitting, but in no place prohibits it. She did advise that DOT "prefers" to have a written agreement between the heads of government stating they have no objection.

The following explains my rationale for this request:

DCP officers use the requested routes as connector routes traveling from point to point in the unincorporated areas of Dougherty County. The majority of the requested routes are 4-lane or 4-lane divided roads (exceptions: Lockett Station Rd, Oakridge from Lockett Station to Westover, and Old Pretoria south of Oakridge). All of our marked patrol units have radar and the officers run in moving radar mode. These routes have a strong tendency to have high speed traffic often due to low traffic density coupled with 4-5 lane wide roadways, and excessive speed is common place.

Due to the permitting issue we are not able to make traffic cases based on radar speed detection and we frequently observe vehicles in excess of 20 mph above posted limits. However, due to radar permitting restrictions, when we make such an observation, we are NOT legally authorized to write a speeding citation. The best we can do is to write a citation for either "Reckless Driving" or for "Too Fast for Conditions", with the probable cause for the charge being the radar information. Concerns become using the radar data to support PC, when we are not permitted for radar.

I feel very strongly, and GOHS supports this thought, that the lack of ability to write aggressive speed citations in these cases poses a significant failure to assist in making both Albany and Dougherty County roadways a safer place for our citizenry.

As you are aware, the Dougherty County Police Department has complete law enforcement jurisdiction anywhere inside Dougherty County, including area inside the corporate city limits. This request is NOT being made to initiate full-time enforcement inside the city limits, but is made to allow us radar authority on serious incidental contacts while moving from area to area in the unincorporated county. The roadways I am requesting are for the most part perimeter areas for the Albany city limits.

I will initiate an internal policy addressing radar related activity inside the city limits. It will be restricted to incidental contact in a moving mode. I will not authorize the running of stationary radar points on the requested routes absent a request from the Albany Police Department to engage in joint operations with their units (ie.- SWTEN activities, HEAT related activities, etc.).

The routes requested for concurrent permitting are:

<b>Road Requested</b>	<b>Description of Route &amp; Duration</b>	<b>Length</b>
Liberty Bypass	Dawson Rd east to city limits	9.1 miles
Gillionville Rd (SR 234)	Westover Rd west to city limits	3.1 miles
Lockett Station Rd	Gillionville Rd south to Oakridge Dr	2.5 miles
S. Westover Rd	Gillionville Rd south to city limits	3.2 miles
Oakridge Dr	Lockett Station Rd west to Moultrie Rd intersection	7.7 miles
Newton Rd (Sr 91)	Lippitt Dr southwest to Oakhaven Dr	3.1 miles
Old Pretoria Rd	Oakridge Dr southwest to Ayres Way	0.7 miles
Martin Luther King Dr	Oakridge Dr south to Story Lane	1.5 miles
Philema Road	N. Jefferson St northeast to county line	0.4 miles
Radium Springs Rd	Oakridge Dr south to Raintree Lane	1.2 miles
Clark Ave	Liberty ByPass east to Pinebluff Rd	2.3 miles
Mock Rd	Clark Ave south to Cutts Dr	1.8 miles
Cordele Rd (SR 300)	McCollum Dr south to Mock Rd	1.5 miles
Sylvester Rd (SR 82)	Mock Rd east to Pinson Rd	1.3 miles

Under the provisions of OCGA 40-14-3 (Radar Permit pending), once application is made to DOT, radar operation can be initiated.

I have a set of 3 large scale color coded maps with existing APD radar permit routes, existing DCP radar permit routes, and with the concurrent request. I will have these available for review when we meet.

cc: A/C Battle  
Capt Sexton  
Capt Jennings  
Lt Jackson





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Procurement**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Increased cost of service by \$20,000 annually. Extend term of 2014 Agreement to run concurrent with other 2017 Agreements until 2026.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Joint Resolutions	City and County	July 1, 2014 – June 30, 2026
2017 HB 489		
Joint Resolutions	City and County	November 1, 2017 through June 30, 2026

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## **PROCUREMENT**

Fee for services may be revisited periodically, beginning November 1, 2017 at \$75,000 annually. The term of the 2014 Procurement Agreement is extended to run concurrent with the 2017 Service Delivery Agreements to 2026 unless changed by mutual agreement of the City and County.

14-013

<Procurement>

**A RESOLUTION  
ENTITLED  
A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF SERVICE DELIVERY  
AGREEMENTS WITH THE CITY OF ALBANY, GEORGIA IN REGARD TO CENTRAL  
SERVICES/PROCUREMENT, CODE ENFORCEMENT, FIRE SERVICES AND RECREATION;  
RATIFYING PREVIOUS EXECUTIONS OF SAID SERVICE DELIVERY AGREEMENTS BY THE  
CHAIRMAN OF THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA;  
REPEALING PRIOR RESOLUTIONS IN CONFLICT HEREWITH;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia finds that it is in the best interest of the citizens of Dougherty County that the attached Service Delivery Agreements with the City of Albany regarding Central Services/Procurement, Code Enforcement, Fire Services and Recreation be approved and properly executed.

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

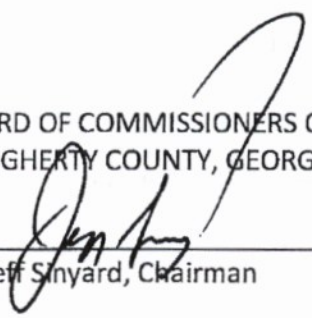
**SECTION I** The attached Service Delivery Strategy Agreements between Dougherty County, Georgia and the City of Albany, Georgia are hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same.

**SECTION II** Any previous executions of the attached Service Delivery Strategy Agreements by the Chairman of the Board of Commissioners of Dougherty County is hereby approved and ratified.

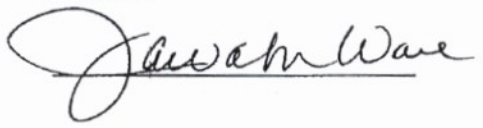
**SECTION III** All Resolutions of parts of Resolutions in conflict herewith are hereby repealed.

This the 7th day of July, 2014.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY:   
Jeff Snyard, Chairman

ATTEST:

  
Savannah Ware



STATE OF GEORGIA

COUNTY OF DOUGHERTY

This Agreement made and entered into this 25 day of June, 2014, by and between the CITY OF ALBANY, GEORGIA (hereinafter referred to as "City"), and DOUGHERTY COUNTY, GEORGIA (hereinafter referred to as "County"):

WITNESSETH:

City and County have heretofore had certain agreements pertaining to providing purchasing services by the City of Albany for Dougherty County and

City and County are now desirous of entering into a new contract which defines the City of Albany's Central Services Department respective responsibilities with regard to administering procurement services as requested by the County Administrator or his designee, on behalf of the Dougherty County Board of Commissioners.

IT IS, THEREFORE, AGREED as follows:

1.

This Agreement shall commence on the 1<sup>st</sup> day of July, 2014 and shall continue for a term of three (3) years and shall terminate on June 30, 2017, and shall be subject to a three (3) year renewal term upon written approval by the City and County six (6) months prior to expiration. Either party may terminate this Agreement after July 1, 2015 by providing a six (6) months written notice to the City Manager or the County Administrator.

2.

The Central Services Department of the City shall have the responsibility to:

- 1) Meet with and provide assistance to County Departments with the development of written specifications, and ensuring specifications are free for open competition.
- 2) Provide reasonable advertisement for purchases eligible in the competitive bid process.

- 3) Analyze, evaluate and tabulate price quotations and bid proposals.
- 4) Make recommendations to the County Administrator, Procurement Manager, and Dougherty County Board of Commissioners on bid awards.
- 5) Assist with issuing contracts and change orders.
- 6) Maintain procurement specifications, quotations, and award files.
- 7) Compile statistical reports as mandated by the Federal/State government pertaining to the competitive bid process.
- 8) Meet with the County Administrator and/or Procurement Manager regarding services provided as requested.
- 9) Maintain compliance with local, state, and federal bid requirements, procedures, and standards.

3.

The County's Procurement staff shall have the responsibility to:

- 1) Ensure that available budgeted funds are present for bid requisitions.
- 2) Serve as a liaison between Central Services and County Departments to develop a timeframe in which the procurement of materials, goods and services are favorable to both entities.
- 3) Serve as the final approving authority for the distribution of all competitive bid solicitations.
- 4) Serve as a liaison to ensure that all requisitions are entered and items ordered from the bid award.

4.

As consideration for these services, the County will pay to the City the sum of \$55,000 per fiscal year.



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

THE CITY OF ALBANY, GEORGIA

BY: *Terethy Hubbard*  
MAYOR

ATTEST:

*Suzie Albert*  
CITY CLERK  
*adopted: June 25, 2014*

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: *Jim King*  
CHAIRMAN

ATTEST:

*Jawahar Ware*  
COUNTY CLERK  
*approved: June 16, 2014*

A RESOLUTION  
ENTITLED 14-R146

A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF SERVICE DELIVERY AGREEMENT WITH DOUGHERTY COUNTY RE CENTRAL SERVICES; REPEALING PRIOR RESOLUTIONS IN CONFLICT AND FOR OTHER PURPOSES.

WHEREAS, it is in the best interests of the citizens of Albany that the attached Service Delivery Agreement ("Agreement") with Dougherty County re Central Services be approved and properly executed,

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

SECTION 1. That certain Agreement is hereby approved, and the Mayor, or in her absence, the Mayor Pro-Tem, is authorized to sign and the City Clerk may affix the City seal.

SECTION 2. A copy of the Agreement is attached hereto and specifically incorporated herein by reference as fully as if set forth verbatim.

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

Dorothy Hubbard  
MAYOR

ATTEST:

Suzie Dreher  
CITY CLERK

Adopted: June 25, 2014

Introduced By Commissioner: Annice Postell  
Date(s) read: June 25, 2014





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

COUNTY: DOUGHERTY

Service: Recreation

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Extends the 2014 agreement to run concurrent with the other 2017 Agreements until 2026.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Joint Resolutions and Recreation Agreement	City and County	July 1, 2014 – June 30, 2026
2017 HB 489		
Joint Resolutions	City and County	November 1, 2017 through June 30, 2026

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## RECREATION

Fee for services may be revisited periodically, the current amount is \$180,700 annually. The 2014 Recreation Agreement is extended to run concurrent with the 2017 Service Agreements until 2026 unless changed by mutual agreement of the City and County.

**A RESOLUTION  
ENTITLED**

**A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF SERVICE DELIVERY AGREEMENTS WITH THE CITY OF ALBANY, GEORGIA IN REGARD TO CENTRAL SERVICES/PROCUREMENT, CODE ENFORCEMENT, FIRE SERVICES AND RECREATION; RATIFYING PREVIOUS EXECUTIONS OF SAID SERVICE DELIVERY AGREEMENTS BY THE CHAIRMAN OF THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA; REPEALING PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia finds that it is in the best interest of the citizens of Dougherty County that the attached Service Delivery Agreements with the City of Albany regarding Central Services/Procurement, Code Enforcement, Fire Services and Recreation be approved and properly executed.

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

**SECTION I** The attached Service Delivery Strategy Agreements between Dougherty County, Georgia and the City of Albany, Georgia are hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same.

**SECTION II** Any previous executions of the attached Service Delivery Strategy Agreements by the Chairman of the Board of Commissioners of Dougherty County is hereby approved and ratified.

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

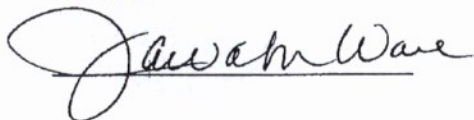
This the 7th day of July, 2014.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

Jeff Sinyard, Chairman

ATTEST:

  
Savannah Ware



A RESOLUTION  
ENTITLED *14-R 149*  
A RESOLUTION AUTHORIZING AND  
APPROVING EXECUTION OF SERVICE  
DELIVERY AGREEMENT WITH  
DOUGHERTY COUNTY RE RECREATION;  
REPEALING PRIOR RESOLUTIONS IN  
CONFLICT AND FOR OTHER PURPOSES.

WHEREAS, it is in the best interests of the citizens of Albany that the attached Service Delivery Agreement ("Agreement") with Dougherty County re Recreation be approved and properly executed,

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

SECTION 1. That certain Agreement is hereby approved, and the Mayor, or in her absence, the Mayor Pro-Tem, is authorized to sign and the City Clerk may affix the City seal.

SECTION 2. A copy of the Agreement is attached hereto and specifically incorporated herein by reference as fully as if set forth verbatim.

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

*Dorothy Hubbard*  
\_\_\_\_\_  
MAYOR

ATTEST:

*Suzie Oberk*  
\_\_\_\_\_  
CITY CLERK

Adopted: *June 25, 2014*

Introduced By Commissioner: *Jimmie Postell*  
Date(s) read: *June 25, 2014*







**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Sewer Service**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Additional wording clarifying responsibilities.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**  
 Phone number: **(229) 431-2121** Date completed: 9/25/2017

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:



## SEWER SERVICE

The City maintains and operates the sanitary sewerage system.

Sanitary sewerage system extensions may be initiated as follows:

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

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

The County is responsible for the construction costs of its submitted sewer extension projects.

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

- a. The proposed development site is located within 10,000 linear feet of a functional City of Albany sanitary sewer trunk line with sufficient capacity to serve the proposed development.
- b. Petitioners requesting a cost share agreement have established the ability to pay their share of the total construction cost by paying into an escrow account established by the County 50% of the total estimated construction cost or by establishing an irrevocable letter of credit payable to the County in the same amount.
- c. A cost/benefit analysis has been conducted to determine if the proposed project provides a return of cost to the County within a reasonable period of time, not to exceed ten (10) years. This analysis, conducted by the County, shall consider projected collection of ad valorem taxes and all fees that may be generated by the project.

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

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

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

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

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

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





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Tax Collections**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **County**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Updated the Cost Share Allocations.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



**TAX COLLECTIONS**

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

Tax Collections 6/30/15 Audit			Tax Expense 6/30/15 Audit	
City of Albany Dougherty County Board of Education State of Georgia	\$ 14,613,549	18.34%	Salary & Benefits Operating Exp.	\$ 1,391,362
	28,681,136	35.99%		342,718
	36,227,775	45.45%	CIP Exp.	<u>696</u>
	<u>180,242</u>	0.23%		
 Total	 \$ 79,702,702	 100.00%	 Total	 \$ 1,734,776

Example:

1,734,776	TOTAL EXPENSES (EXCLUDING INDIRECT COSTS)
<u>18.34%</u>	CITY PERCENTAGE OF REVENUES COLLECTED
\$318,158	CITY ANNUAL PAYMENT



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: *Traffic Engineering***

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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



## SDS FORM 2, continued

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

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

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

See Attached. Additional wording to clarify services in more detail.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:

## **TRAFFIC ENGINEERING**

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

Note: Certain services such as traffic signal locates, signal and flasher repairs, stop/yield sign (red series signs) replacement and repairs occurs without direct notification due to public safety concerns.





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: *Transportation***

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

- a.)  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.):
  
- b.)  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.):
  
- c.)  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):
  
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **County and City**
  
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
  
- No**

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

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

## SDS FORM 2, continued

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

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

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

See Attached. Minor clarification in wording.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Agreement w/ SWGRC	County and SWGRC	July 18, 2005 and open
2017 HB 489		
Joint Resolutions	City and County	November 1, 2017 and open

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## **TRANSPORTATION**

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

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

AUTHORIZING RESOLUTION  
BETWEEN  
DOUGHERTY COUNTY  
AND  
SOUTHWEST GEORGIA REGIONAL DEVELOPMENT CENTER

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

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

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

NOW THEREFORE, the aforementioned parties agree as follows:

*Article I - Agreement*

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

*Article II - Responsibilities*

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

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

*Article III - Period and Termination*

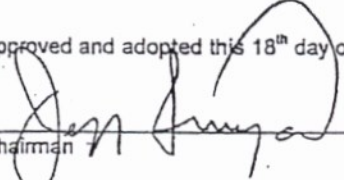
This resolution shall have a period of no less and no greater than the contract period of the awarded contract from the Georgia Department of Transportation for the Section 5311 program.

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

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

*Article IV - Signature of Authorization*

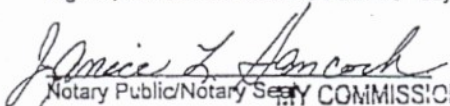
Approved and adopted this 18<sup>th</sup> day of July, 2005.

  
\_\_\_\_\_  
Chairman

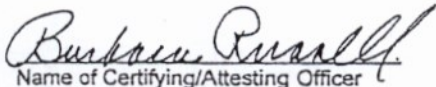
Jeff Steward, Chairman  
Type Name and Title

COUNTY SEAL

Signed, sealed and delivered this 18<sup>th</sup> day of July \_\_\_\_\_, 2005 in the presence of

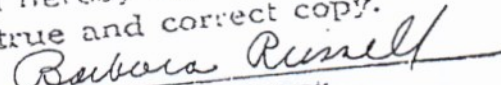
  
Notary Public/Notary Secretary COMMISSION EXPIRES JANUARY 6, 2006

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

  
Name of Certifying/Attesting Officer

County Clerk

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

  
COUNTY CLERK



DOT  
5311 Grant

A RESOLUTION  
ENTITLED

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

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

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

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

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

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

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

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

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

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

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

This the 18<sup>th</sup> day of July, 2005.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

By:

\_\_\_\_\_  
Jeff Sinyard, Chairman

ATTEST:

\_\_\_\_\_  
County Clerk





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

COUNTY: DOUGHERTY

Service: *Water Service*

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City, through its Albany Utility Board**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Name change for Water Service Utility.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:



## WATER SERVICE

The City through its Utility Board maintains and operates a water system.

Water system extensions may be initiated as provided by the Water Main Extension Policy of the Albany Utility Board.

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

## WATER MAIN EXTENSION POLICY

### ICY

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

#### 1.1.0 Water Main Extension; Construction by WG&L

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



## 1.2.0 Water Main Extension; Construction by Applicant

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

- 1.2.6 The Applicant's contractor shall notify the WG&L's Water Department's water system inspector seventy-two ( 72 ) hours in advance of beginning the construction of approved work. Contractor shall obtain a permit from WG&L's Customer Service Department prior to beginning construction and shall have a copy of the permit on the job site at all times. Cost for the permit will be \$25 and cost includes first bacterial test. All samples for bacterial testing will be collected and tested by WG&L personnel. The first test will be paid for as part of the permit fee, subsequent tests, if necessary, will be paid for by contractor. Periodic inspection of construction shall be made by the water department and all pressure testing shall be observed.
- 1.2.7 A final letter of acceptance is requisite to the water main being placed in service and will not be given until Applicant has completed the following:
- a. Construction of project in strict accordance with the WG&L's Construction Standards for Water Lines.
  - b. All punch list items accomplished to the satisfaction of the Water Department's system inspector.
  - c. Submission of all approvals or permits by state and federal regulatory agencies.
  - d. Submittal of record drawings (as Built) in conformance with WG&L's Construction Standards for Water Lines.
- 1.2.8 The WG&L shall inspect all work being done under this paragraph to determine compliance with approved plans and specifications and conformance with WG&L's Construction Standards for Water Lines. WG&L shall have the authority to require work not inspected to be uncovered by Applicant at the expense of the Applicant and to not approve the placing of project into service until work is inspected and approved
- 1.2.9 The WG&L shall determine the size and type of pipe to be installed and the point or points of connection to existing mains for all main extensions. Taps on existing mains for water main extensions shall be made by the Water Department.

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

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



From time to time WG&L may extend water mains to areas beyond existing service areas in order to connect a new supply source or a new storage facility to the system. Also, it is periodically necessary to upgrade the existing distribution system by installing larger lines and closing loops. These improvements benefit the system as a whole and the cost will be borne by all of the rate payers.

Upon application and approval, extensions to the WG&L's water distribution system to serve new customer or customers will be made at the WG&L's expense when the estimated cost thereof does not exceed five times the estimated annual water revenue to be derived from bona fide water customers to be immediately served from such extension of the water system. The WG&L reserves the right to consider any alternate to this rule.

*to be included in the main extension policy but presented in draft to communicate theory.*

PRINCIPLES UNDERLYING PRICE/CHARGE POLICIES:

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



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

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

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

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

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

resolving the county's objection.

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

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

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





**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Water and Sewer Rates**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City, through its Albany Utility Board**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

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

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

**No**

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

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

**SDS FORM 2, continued**

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

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

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

See Attached. Included Stormwater Fees for City property owners.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		

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

7. Person completing form: **Richard Crowdis, County Administrator**  
 Phone number: **(229) 431-2121** Date completed: 9/25/2017

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:



## **WATER AND SEWER RATES**

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

Storm water fees apply only to property owners inside the City of Albany.



**SERVICE DELIVERY STRATEGY**

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

**Instructions:**

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

**COUNTY: DOUGHERTY**

**Service: Code Enforcement**

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

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City**
- b.)  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.):
- c.)  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):
- d.)  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.):
- e.)  Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

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

- Yes** (if "Yes," you must attach additional documentation as described, below)
- No**

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

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



**SDS FORM 2, continued**

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

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

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

See Attached. Extends term of 2014 Agreement to run concurrently with 2017 other Agreements until 2026.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
2017 HB 489	City and County	November 1, 2017 and open
Joint Resolutions		
Code Enforcement Agreement	City and County	July 1, 2014 until June 30, 2026

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

7. Person completing form: **Richard Crowdis, County Administrator**

Phone number: **(229) 431-2121**

Date completed: 9/25/2017

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:

## CODE ENFORCEMENT

The 2014 Code Enforcement Agreement is extended to run concurrent with the 2017 Service Agreements until 2026 unless changed by mutual agreement of the City and County.



STATE OF GEORGIA  
COUNTY OF DOUGHERTY

This Agreement made and entered into this 25 day of June, 2014, by and between the CITY OF ALBANY, GEORGIA (hereinafter referred to as "City"), and DOUGHERTY COUNTY, GEORGIA (hereinafter referred to as "County"):

WITNESSETH:

City and County desire to formalize their agreement for the City to furnish Code Enforcement Services within the confines of the unincorporated area of Dougherty County, Georgia, and

City and County agree that this agreement supersedes the agreement of August 11, 2008.

IT IS, THEREFORE, AGREED as follows:

1.

This contract shall commence on the 1<sup>st</sup> day of July, 2014 and shall continue for a term of five (5) years, and shall terminate on June 30, 2019, provided the contract is not renewed for a successive term of five (5) years as per paragraph 6.

2.

The City shall use and employ one (1) individual who will be 100% dedicated to provide code enforcement services within the unincorporated area of Dougherty County in the same manner as provided to persons and properties within the City of Albany. County will not be liable for any acts or omissions of such individual. Each year, the County will budget and pay the actual expenses of the 100% dedicated City employee for the salary, benefits, supplies, uniforms, cell phone, computer, tablet with data service, code enforcement software, vehicle, fuel,

14-013  
<Code Enf>

**A RESOLUTION  
ENTITLED  
A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF SERVICE DELIVERY  
AGREEMENTS WITH THE CITY OF ALBANY, GEORGIA IN REGARD TO CENTRAL  
SERVICES/PROCUREMENT, CODE ENFORCEMENT, FIRE SERVICES AND RECREATION;  
RATIFYING PREVIOUS EXECUTIONS OF SAID SERVICE DELIVERY AGREEMENTS BY THE  
CHAIRMAN OF THE BOARD OF COMMISSIONERS OF DOUGHERTY COUNTY, GEORGIA;  
REPEALING PRIOR RESOLUTIONS IN CONFLICT HERewith;  
AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Dougherty County, Georgia finds that it is in the best interest of the citizens of Dougherty County that the attached Service Delivery Agreements with the City of Albany regarding Central Services/Procurement, Code Enforcement, Fire Services and Recreation be approved and properly executed.

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

**SECTION I** The attached Service Delivery Strategy Agreements between Dougherty County, Georgia and the City of Albany, Georgia are hereby approved and the Chairman of the Board of Commissioners of Dougherty County is hereby authorized to execute same.

**SECTION II** Any previous executions of the attached Service Delivery Strategy Agreements by the Chairman of the Board of Commissioners of Dougherty County is hereby approved and ratified.

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

This the 7th day of July, 2014.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

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

Jeff Sinyard, Chairman

ATTEST:

Jeanette Ware



maintenance of said vehicle, travel, training, etc. The County shall pay this on a monthly basis as invoiced by the City.

3.

As consideration for direct and indirect supervision and support, County will also on a monthly basis (i) reimburse City Workers' Compensation and other benefits which apply to such employee, (ii) pay City three (3) percent of the total salary, pension, insurance, workers compensation, and other benefits which apply to Albany's Code Enforcement Department: such individual's First Line Field Supervisor; one other Field Supervisor; Code Enforcement Director; Code Enforcement Director's secretary; and Code Enforcement Division Chief. City will furnish appropriate documentation to County in this regard.

4.

County agrees to be solely responsible for providing vehicle (as well as all expenses incurred in operation and maintenance of the vehicle); office furniture (including cell phone, supplies, etc.). In the alternative, County may request City to provide all or some of these expenses, County to promptly reimburse City for such expenses.

5.

In order to respond at the request of the county to special situations in the unincorporated area, City will to the extent it reasonably can, make additional inspector(s) available. County agrees to promptly reimburse City the hourly rate (at time and one-half if applicable through FLSA) multiplied by the number of hours worked, plus cost of benefits. City will furnish appropriate documentation in this regard.

6.

This contract is subject to a renewal term of five (5) years upon written approval by the City and County ninety (90) days prior to expiration.

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

THE CITY OF ALBANY, GEORGIA

BY: *Dorothy Hubbard*  
MAYOR

ATTEST:

*Sonja Oelbert*  
CITY CLERK

*adopted: June 25, 2014*

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA

BY: *Jeffrey*  
CHAIRMAN

ATTEST:

*Jawahn Ware*  
COUNTY CLERK

*approved: June 10, 2014*



A RESOLUTION  
ENTITLED *14-R147*  
A RESOLUTION AUTHORIZING AND  
APPROVING EXECUTION OF SERVICE  
DELIVERY AGREEMENT WITH  
DOUGHERTY COUNTY RE CODE  
ENFORCEMENT; REPEALING PRIOR  
RESOLUTIONS IN CONFLICT AND FOR  
OTHER PURPOSES.

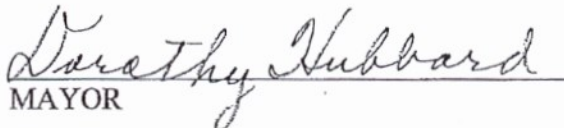
WHEREAS, it is in the best interests of the citizens of Albany that the attached Service Delivery Agreement ("Agreement") with Dougherty County re Code Enforcement be approved and properly executed,

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

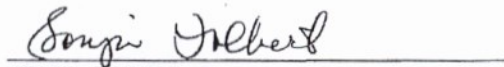
SECTION 1. That certain Agreement is hereby approved, and the Mayor, or in her absence, the Mayor Pro-Tem, is authorized to sign and the City Clerk may affix the City seal.

SECTION 2. A copy of the Agreement is attached hereto and specifically incorporated herein by reference as fully as if set forth verbatim.

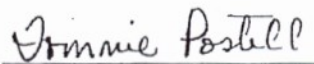
SECTION 3. All resolutions, or parts of resolutions, in conflict herewith are repealed.

  
MAYOR

ATTEST:

  
CITY CLERK

Adopted: *June 25, 2014*

Introduced By Commissioner:   
Date(s) read: *June 25, 2014*



**SERVICE DELIVERY STRATEGY**

**FORM 3: Summary of Land Use Agreements**

**Instructions:**

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

**COUNTY: DOUGHERTY**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?  
None

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

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:  
Describe "Other" Measures Here

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

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? See "Process for the Provision of Extraterritorial Water and Sewer Services" agreement starting on page 121 of the attached PDF document. This agreement is included with the Page 2 for Water Service.

4. Person completing form: **Paul Forgey, Director of Planning, Development Services and Code Enforcement**

Phone number: **229.438.3932**      Date completed: August 30, 2017

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

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





**SERVICE DELIVERY STRATEGY**

**FORM 4: Certifications**

**Instructions:**

This 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 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: DOUGHERTY**

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

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

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CITY OF ALBANY</u>	Mayor	Dorothy Hubbard	<i>Dorothy Hubbard</i>	8/30/17
<u>DOUGHERTY COUNTY</u>	Chairman	Chris Cohilas	<i>Chris Cohilas</i>	9/25/17

**A RESOLUTION  
ENTITLED**

**A RESOLUTION APPROVING AND ADOPTING A SERVICE DELIVERY STRATEGY WITH THE CITY OF ALBANY; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS RELATED TO THE SERVICE DELIVERY STRATEGY; PROVIDING FOR THE TRANSMISSION OF THE SERVICE DELIVERY STRATEGY TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR REVIEW AND APPROVAL; REPEALING PRIOR RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH AND FOR OTHER PURPOSES.**

**WHEREAS**, Dougherty County ("County") and the City of Albany ("City") must approve and execute new Service Delivery Strategy documents ("SDS") which documents must then be verified by the Georgia Department of Community Affairs ("DCA") in order to provide for full implementation of a valid SDS as provided for under the Georgia Service Delivery Strategy Act; and

**WHEREAS**, the enclosed SDS documents set forth which government is responsible for providing what specified service, and where, within the different geographic areas of the City and the County; and

**WHEREAS**, the attached SDS documents set forth how the SDS services will be funded; and

**WHEREAS**, the City and the County have reached an Agreement on all issues relative to the implementation of the attached SDS documents.

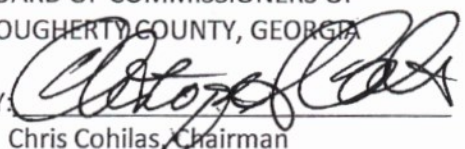
**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Dougherty County and it is hereby resolved by Authority of same as follows:

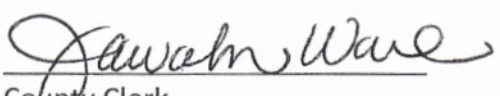
**SECTION I** The attached Service Delivery Strategy documents are hereby approved and the Chairman of the County Commission of Dougherty County is hereby authorized to execute any and all Georgia Department of Community Affairs forms reflecting said approval on behalf of the County.

**SECTION II** Upon execution of the Service Delivery Strategy forms by the Chairman of the County Commission, the County Attorney is hereby authorized to transmit said documents and forms to the Georgia Department of Community Affairs for their review and approval.

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

This the 25th day of September, 2017.

BOARD OF COMMISSIONERS OF  
DOUGHERTY COUNTY, GEORGIA  
BY:   
Chris Cohilas, Chairman

ATTEST:  
  
County Clerk



A RESOLUTION 17-R148  
ENTITLED

**A RESOLUTION OF THE CITY OF ALBANY, GEORGIA, ("CITY") APPROVING SERVICE DELIVERY STRATEGY ("SDS") AND AUTHORIZING THE PREPARATION AND EXECUTION OF DOCUMENTS RELATED TO THE SDS, TO TRANSMIT SAID DOCUMENTS TO DOUGHERTY COUNTY, GEORGIA ("COUNTY") FOR ADOPTION, EXECUTION, AND TRANSMISSION TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS ("DCA"); REPEALING PRIOR RESOLUTIONS IN CONFLICT AND FOR OTHER PURPOSES.**

WHEREAS, the City and the County must agree, approve, and execute new SDS documents, which must then be verified by DCA, to implement a valid SDS; and

WHEREAS, these SDS documents set forth which local government is responsible for providing what specified service, and where, within the different geographic areas of the City and the County; and

WHEREAS, these SDS documents also set forth how these SDS services will be funded; and

WHEREAS, any SDS implemented must be approved by the County and the City under O.C.G.A. § 36-70-25(b); and

WHEREAS, the City and the County have reached an agreement on all issues related to the implementation of a new SDS, except for the inclusion of "Facilities Management," which is not a local government service under the Service Delivery Strategy Act (the "Act"),

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

SECTION 1. The above preamble is incorporated here.

SECTION 2. The City Attorney and staff are authorized and directed to memorialize the terms of the SDS on the SDS Forms required by DCA.

SECTION 3. The Mayor shall have the authority to sign the approved DCA SDS Forms on behalf of the City.

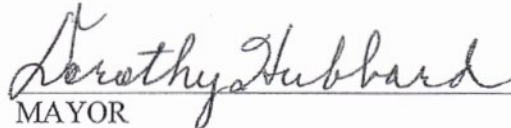
SECTION 4. The Mayor is hereby authorized to transmit an executed copy of said DCA SDS Forms to the County for adoption and execution on its behalf by the appropriate agent.

SECTION 5. Upon adoption, approval, and execution of said DCA SDS Forms by the County, the County is authorized to transmit such DCA SDS Forms to the DCA.

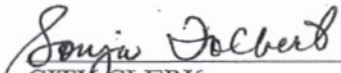
SECTION 6. If the County does not adopt and approve such DCA SDS Forms no later than September 30, 2017, then the City will consider such action a refusal to review and revise the existing SDS, in which case the City may elect to renegotiate the terms and agreements pertaining to all services.

SECTION 7. That if the County refuses to review and revise the existing SDS through the adoption and approval of such DCA SDS Forms, then the City directs its legal counsel to proceed with the initiation of the dispute resolution and appeal procedures contained in the SDS Act, and after consultations with the Mayor and Board of Commissioners, take any other legal action necessary to resolve disputes and effectuate a verified SDS.

SECTION 8. All resolutions, or parts of resolutions, in conflict herewith are repealed.

  
MAYOR

ATTEST:

  
CITY CLERK

Adopted: August 10, 2017

Introduced By Commissioner: Bob Langstaff, jr  
Date(s) read: Aug 10, 2017