

RESOLUTION NUMBER 2018.8.30(e)

A JOINT RESOLUTION APPROVING THE SERVICE DELIVERY STRATEGY AGREEMENT BETWEEN GREENE COUNTY AND THE CITIES OF GREENSBORO, UNION POINT, SILOAM, WHITE PLAINS AND WOODVILLE; AND TO AUTHORIZE THE COUNTY CHAIRMAN AND MAYORS OF THE NECESSARY PARTIES TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS, FORMS AND INTERGOVERNMENTAL AGREEMENTS FOR PURPOSES OF SUBMISSION OF THE UPDATED AND AMENDED SERVICE DELIVERY STRATEGY AGREEMENT TO GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS; AND FOR ANY OTHER PURPOSES.

WITNESSETH:

WHEREAS, the Cities of Greensboro, Union Point, Siloam, White Plans and Woodville (hereinafter "Cities") are municipal corporations duly organized and existing under the laws of the State of Georgia and are authorized to provide certain public services to residents within their respective municipal limits; and

WHEREAS, Greene County (hereinafter "County"), a political subdivision duly organized and existing under the laws of the State of Georgia is authorized to provide certain services to the incorporated and unincorporated portions of the County; and

WHEREAS, in accord with O.C.G.A. § 36-70-25, approval of a Service Delivery Strategy ("SDS") shall be accomplished by resolution of the necessary parties to the SDS, including by resolution of the county governing authority; and

WHEREAS, pursuant to O.C.G.A. § 36-70-28, a county and its respective municipalities, to include the County, are required to review and revise a SDS when an existing SDS Agreement expires; and

WHEREAS, the amended and updated SDS has now been completed and is ready for approval by Greene County, by and through its Board of Commissioners, and its respective municipalities that must participate in the SDS process, to wit, the City of Greensboro and the City of Union Point; and

WHEREAS, the proposed SDS is attached hereto as Exhibit A;

NOW THEREFORE BE IT RESOLVED, respectively, by the Greene County Board of Commissioners, the City of Greensboro and the City of Union Point, that the proposed Service Delivery Strategy, attached hereto as Exhibit A, is hereby adopted and the Chairman of the Greene County Board of Commissioners, the Mayor of Greensboro, and the Mayor of Union Point, are hereby authorized to execute and attach any and all necessary formal and finalized documents, maps, forms, and intergovernmental agreements included as part of this amendment and update to the SDS for ultimate submission to the Georgia Department of Community Affairs for purposes of verification under the SDS Act;

BE IT FURTHER RESOLVED that the SDS Agreement, as amended by this Resolution, shall remain in effect from the effective date of this Resolution until the next required revision of the SDS as provided by the Act. The affected parties as defined by the Act may amend the SDS Agreement in accordance with the Act. This paragraph, however, is not to be construed or applied so as to amend, modify, or otherwise alter the terms of any specific intergovernmental agreement or Department of Community Affairs Forms attached hereto in Exhibit "A".

BE IT FURTHER RESOLVED that the Chairman and Mayor(s) of the necessary parties to the SDS are hereby authorized to execute this Resolution and any documents necessary to effectuate this Resolution. The Parties' respective clerks and attorneys are authorized to attest to this Resolution and any documents necessary to effectuate this resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its approval and adoption by the County or City that last approves said Resolution.

BE IT FURTHER RESOLVED that all resolutions and previous SDS agreements in conflict with this Resolution are hereby repealed.

ADOPTED ON AUGUST 30, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: 
Gary Usry, Chairman

Attest: 
Sylvia V. Hill, County Clerk



(signatures continue on following page)

CITY OF UNION POINT

By: *Lanier Rhodes*
ITS: MAYOR

Attested by:
Shirley Jordan
By: *Shirley Jordan*
Its: City Clerk

[SEAL]



CITY OF GREENSBORO

By: _____
ITS: MAYOR



Attested by:

By _____
Its: City Clerk

[SEAL]

CITY OF UNION POINT

Lanier Rhodes
By: Lanier Rhodes
ITS: MAYOR

Attested by:
Sally Jordan
By: Sally Jordan
Its: City Clerk

[SEAL]



CITY OF GREENSBORO

Glenn Wright
By: GLENN WRIGHT
ITS: MAYOR

Attested by:
Larry Postell
By: LARRY POSTELL
Its: City Clerk

[SEAL]



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **GREENE**

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 shall 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>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 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.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 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).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 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).] 6. Proceed to step 7, below. <div data-bbox="846 1142 1552 1373" style="background-color: black; color: white; padding: 10px; text-align: center;"> <p>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</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.

Greene County	Greene County Recreation Board
City of Greensboro	The University of Georgia Cooperative Extension Service
City of Union Point	Uncle Remus Regional Library System
City of Woodville	The Greene County Convention and Visitors Bureau
Town of Siloam	Greene County Board of Tax Assessors
City of White Plains	State of Georgia District Attorney's Office
Greene County Airport Authority	Greene County Health Department
Greene County Chamber of Commerce	Greene County Board of Elections & Registration
Greene County Development Authority	Greshamville Fire Department
Liberty Fire Department	Old Salem Fire Department
Walker Church Fire Department	White Plains Fire Department
Tri-County Natural Gas Company	

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.

1. Cooperative Extension Service
2. Coroner
3. Department of Family & Children Services
4. Public Cemetery
5. Public Health Services
6. Public Sanitary Sewerage
7. Road, Street & Bridge Maintenance
8. Senior Citizens Center
9. Street Lights
10. Transportation (Dial-a-Ride) Services

**All service forms have been modified and updated.

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.

1. Airport
2. Animal Control
3. Building Inspections
4. Chamber of Commerce
5. Code Enforcement
6. Convention and Tourism
7. Development Authority/Industrial Park
8. District Attorney's Office
9. E-911 Radio/Dispatch Services
10. Economic Development
11. Elections-Municipal
12. Elections-National, State, & Countywide
13. Emergency Management Services
14. Emergency Medical Services
15. Family Violence Center
16. Fire Protection
17. Geographic Information Systems
18. Indigent Care Services
19. Indigent Defense
20. Jail Services
21. Judicial/Courts (County Courts)
22. Judicial Courts (Municipal Courts)
23. Landfill Testing & Monitoring
24. Library
25. Mental Health Services
26. Municipal Police Department
27. Natural Gas
28. Planning and Zoning Services
29. Property Tax Assessment

30. Public Water Supply
31. Recreation Services
32. Solid Waste Collection
33. Voter Registration
34. Wildland Fire Suppression

**All service forms have been modified and updated.

NOTE 1: A form 2 for Law Enforcement was previously included as part of the Service Delivery Strategy reflecting the provision of Law Enforcement services by the Greene County Sheriff's Office in the unincorporated area of the County and within the city limits of Woodville, White Plains, and Siloam. Based on the Greene County Sheriff's Office no longer being subject to a service delivery strategy agreement pursuant to O.C.G.A. § 36-70-2, a Law Enforcement form is not included with this submission. However, a Municipal Police Department form has been included with this submission.

NOTE 2: No form 2 for the service titled Ocmulgee Drug Task Force is included with this submission because that service has been discontinued.



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: GREENE

Service: Airport

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.): **Greene County Airport Authority**
- 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.).

Local Government or Authority	Funding Method
Greene County Airport Authority	Airport revenue through user fees

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

Greene County no longer provides an operational subsidy to the Greene County Airport Authority.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE COUNTY**

Service: **Animal Control**

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.): **Greene County, City of Greensboro, Town of Siloam, City of Woodville, City of Union Point**

- 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.).

Local Government or Authority	Funding Method
Greene County	The Special Service District created pursuant to Paragraph 6, below.
Greensboro	per Intergovernmental Agreement with Greene County per Paragraph 5 below
Siloam	per Intergovernmental Agreement with Greene County per Paragraph 5 below
Woodville	per Intergovernmental Agreement with Greene County per Paragraph 5 below
Union Point	General Fund

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

Greene County provides service to the unincorporated area and to the cities of Greensboro, Siloam and Woodville. Union Point assumes responsibility for animal control within its corporate limits. White Plains does not provide the service or contract for the service within its corporate limits.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for the Provision of Animal Control Services (3 separate agreements)	Greene County and Greensboro Greene County and Siloam Greene County and Woodville	renewed annually renewed annually renewed annually

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

County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from property taxes, insurance premium taxes, assessments, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:

RESOLUTION NUMBER 2018.7-17.A

A RESOLUTION CREATING A SPECIAL DISTRICT CONSISTING OF THE UNINCORPORATED AREA OF THE COUNTY FOR THE PROVISION OF ANIMAL CONTROL SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that “special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor”; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. IV, Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. II, Para. III, authorizes any city, county, or any combination thereof, to provide animal control services; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district consisting of the entire unincorporated area of Greene County, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the “Special District”) for the provision and funding of animal control services for the citizens of Greene County located in the Special District.

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

1. The Board of Commissioners of Greene County hereby creates a Special District for animal control services consisting of the entire unincorporated area of Greene County, Georgia, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the “Special District”).
2. The Board of Commissioners, on an annual basis, shall levy and collect property taxes, insurance premium taxes, assessments, and/or user fees within the Special District sufficient to fund animal control services within the Special District, according to such annual budget as may be approved by the Board of Commissioners in its discretion for such purposes; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision

of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.

3. The above fees, assessments, and/or taxes shall be collected from within the Special District by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
4. Fees, assessments, and/or taxes levied within the Special District shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
5. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON July 17, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: 
Gary Usry, Chairman

Attest: 
Sylvia V. Hill, County Clerk



**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ANIMAL CONTROL SERVICES
BETWEEN
GREENE COUNTY, GEORGIA, BY AND THROUGH
ITS BOARD OF COMMISSIONERS,
AND THE CITY OF GREENSBORO, GEORGIA,
BY AND THROUGH ITS MAYOR AND COUNCIL**

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 1 and 3 authorize counties to provide animal control services within their boundaries or as otherwise provided by law or by intergovernmental agreement; and

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 2 and 3 authorize municipalities to provide animal control services within their boundaries or as otherwise provided by law or by intergovernmental agreement; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1 authorizes counties and cities in Georgia to enter into Intergovernmental Agreements relating to the provision of services or facilities that are within their respective authority; and

WHEREAS, the County and the City find that the public interest will be served by the County's provision of animal control services within the boundaries of the City; and

WHEREAS, the parties hereto are willing to enter into this Intergovernmental Agreement for the provision of animal control services by Greene County, Georgia (the "County") to the City of Greensboro, (the "City") pursuant to the terms of this Agreement;

NOW, THEREFORE, the County and the City hereby agree as follows:

1. This Agreement shall be in effect for one (1) year, beginning October 1, 2016, and ending September 30, 2017. This Agreement shall automatically renew for additional one year terms unless terminated by either party hereto. Such termination shall be accomplished by either party providing written notice to the other party no later than ninety (90) days prior to the last date of the then-current term of this Agreement or upon mutual written agreement of the parties.

2. During the term of this Agreement, the County will provide, within the municipal limits of the City, normal and customary animal control services at a level, frequency, and quality available and provided to the unincorporated areas of the County. The County shall provide all available and reasonable equipment, motor vehicle(s), facility(ies), and personnel, which, in its discretion, are needed to carry out its basic functions and duties within the City under this Paragraph. All such equipment, vehicle(s), and facility(ies) shall be and remain under the exclusive control and ownership of County.

3. The City shall adopt an animal control ordinance identical to the County's animal control ordinance, which County ordinance shall be provided by the County to the City upon

request. The County shall have no obligation to enforce any City animal control ordinance that differs from the County animal control ordinance. In addition, City shall take whatever reasonable formal action(s) as may be necessary and/or appropriate to provide County animal control officers with the authority to enforce City animal control ordinances and issue citations for violations of same. City shall also adopt any other ordinance amendments that are necessary and/or appropriate to carry out the intent and purpose of this Paragraph and permit County personnel assigned under this Agreement to perform the services described herein. It shall be City's duty and responsibility to ensure that its animal control ordinances are compliant with all applicable state and federal laws. In the event that the County amends its animal control ordinance(s) during the term of this Agreement, City agrees to amend its animal control ordinance accordingly. If the City fails to adopt ordinances identical to the County's animal control ordinance within thirty (30) days' notice from the County, the County shall be authorized to terminate this Agreement following expiration of such thirty (30) day period.

4. In consideration of the County's provision of the services contemplated by this Agreement, the City shall pay to the County the annual sum of Thirty Thousand Dollars (\$30,000.00) during each year in which this Agreement is in effect. Payment of such annual sum shall be made to the County no later than December 31st of each year. In addition, any fines imposed for violations of the City's animal control ordinance that were enforced by the County under this Agreement shall be submitted to and retained by the County.

5. County is authorized to charge fees to the public for animal control services that it provides hereunder. To the extent possible and to the extent that there is a comparable service provided by the County in the unincorporated area, County shall charge the same rates and fees for services offered inside the City and/or services pertaining to City animal control as it charges for those comparable services provided outside the City and/or County animal control. All such fees collected by County for animal control services will be paid directly to and retained by the County. Such fees may include, but are not necessarily limited to, reclaim fees, boarding fees, adoption fees, and pick-up fees. Any donations shall be retained by County. If any City ordinances need to be amended, or other action taken by the City, to allow County to collect, retain, charge, or change any fees described in this Paragraph 5, City shall amend its animal control ordinances, or take such other action as is necessary, to permit same.

6. All County personnel assigned under this Paragraph shall work under the sole direction of County and shall be assigned duties by County. All County animal control officers, as well as any other County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

7. This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

8. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Greene County Board of Commissioners
1034 Silver Drive, Suite 201
Greensboro, GA 30642

NOTICE TO THE CITY shall be sent to:

9. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by City with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by City with the terms and conditions of this Agreement.

10. This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

11. Nothing contained in this Agreement shall be construed to be a waiver of either party's sovereign immunity or other available immunities or any individual's qualified, good faith, or official immunities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates set out below, effective as of the date set forth in Section 2 above.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

CITY OF GREENSBORO

Date: 6-29-18

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

GREENE COUNTY, GEORGIA

Date: 6-28-18

By: [Signature]
Chairman, Board of Commissioners

Attest: [Signature]
County Clerk



**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ANIMAL CONTROL SERVICES
BETWEEN
GREENE COUNTY, GEORGIA, BY AND THROUGH
ITS BOARD OF COMMISSIONERS,
AND THE CITY OF SILOAM, GEORGIA,
BY AND THROUGH ITS MAYOR AND COUNCIL**

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 1 and 3 authorize counties to provide animal control services within their boundaries or as otherwise provided by law or by intergovernmental agreement; and

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 2 and 3 authorize municipalities to provide animal control services within their boundaries or as otherwise provided by law or by intergovernmental agreement; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1 authorizes counties and cities in Georgia to enter into Intergovernmental Agreements relating to the provision of services or facilities that are within their respective authority; and

WHEREAS, the County and the City find that the public interest will be served by the County's provision of animal control services within the boundaries of the City; and

WHEREAS, the parties hereto are willing to enter into this Intergovernmental Agreement for the provision of animal control services by Greene County, Georgia (the "County") to the City of Siloam, (the "City") pursuant to the terms of this Agreement;

NOW, THEREFORE, the County and the City hereby agree as follows:

1. This Agreement shall be in effect for one (1) year, beginning October 1, 2016, and ending September 30, 2017. This Agreement shall automatically renew for additional one year terms unless terminated by either party hereto. Such termination shall be accomplished by either party providing written notice to the other party no later than ninety (90) days prior to the last date of the then-current term of this Agreement or upon mutual written agreement of the parties.

2. During the term of this Agreement, the County will provide, within the municipal limits of the City, normal and customary animal control services at a level, frequency, and quality available and provided to the unincorporated areas of the County. The County shall provide all available and reasonable equipment, motor vehicle(s), facility(ies), and personnel, which, in its discretion, are needed to carry out its basic functions and duties within the City under this Paragraph. All such equipment, vehicle(s), and facility(ies) shall be and remain under the exclusive control and ownership of County.

3. The City shall adopt an animal control ordinance identical to the County's animal control ordinance, which County ordinance shall be provided by the County to the City upon request. The County shall have no obligation to enforce any City animal control ordinance that

differs from the County animal control ordinance. In addition, City shall take whatever reasonable formal action(s) as may be necessary and/or appropriate to provide County animal control officers with the authority to enforce City animal control ordinances and issue citations for violations of same. City shall also adopt any other ordinance amendments that are necessary and/or appropriate to carry out the intent and purpose of this Paragraph and permit County personnel assigned under this Agreement to perform the services described herein. It shall be City's duty and responsibility to ensure that its animal control ordinances are compliant with all applicable state and federal laws. In the event that the County amends its animal control ordinance(s) during the term of this Agreement, City agrees to amend its animal control ordinance accordingly. If the City fails to adopt ordinances identical to the County's animal control ordinance within thirty (30) days' notice from the County, the County shall be authorized to terminate this Agreement following expiration of such thirty (30) day period.

4. In consideration of the County's provision of the services contemplated by this Agreement, the City shall pay to the County the annual sum of Three Thousand Dollars (\$3,000.00) during each year in which this Agreement is in effect. Payment of such annual sum shall be made to the County no later than December 31st of each year. In addition, any fines imposed for violations of the City's animal control ordinance that were enforced by the County under this Agreement shall be submitted to and retained by the County.

5. County is authorized to charge fees to the public for animal control services that it provides hereunder. To the extent possible and to the extent that there is a comparable service provided by the County in the unincorporated area, County shall charge the same rates and fees for services offered inside the City and/or services pertaining to City animal control as it charges for those comparable services provided outside the City and/or County animal control. All such fees collected by County for animal control services will be paid directly to and retained by the County. Such fees may include, but are not necessarily limited to, reclaim fees, boarding fees, adoption fees, and pick-up fees. Any donations shall be retained by County. If any City ordinances need to be amended, or other action taken by the City, to allow County to collect, retain, charge, or change any fees described in this Paragraph 5, City shall amend its animal control ordinances, or take such other action as is necessary, to permit same.

6. All County personnel assigned under this Paragraph shall work under the sole direction of County and shall be assigned duties by County. All County animal control officers, as well as any other County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

7. This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

8. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Greene County Board of Commissioners
1034 Silver Drive, Suite 201
Greensboro, GA 30642

NOTICE TO THE CITY shall be sent to:

9. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by City with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by City with the terms and conditions of this Agreement.

10. This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

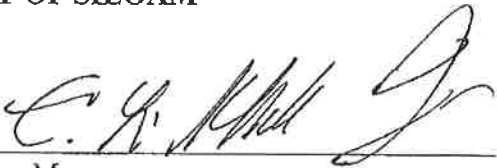
11. Nothing contained in this Agreement shall be construed to be a waiver of either party's sovereign immunity or other available immunities or any individual's qualified, good faith, or official immunities.


IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates set out below, effective as of the date set forth in Section 2 above.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

CITY OF SILOAM


Date: Sept 19 2016

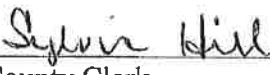
By: 
Mayor

Attest: 
City Clerk

GREENE COUNTY, GEORGIA

Date: 9/21/2016

By: 
Chairman, Board of Commissioners

Attest: 
County Clerk

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ANIMAL CONTROL SERVICES
BETWEEN
GREENE COUNTY, GEORGIA, BY AND THROUGH
ITS BOARD OF COMMISSIONERS,
AND THE CITY OF WOODVILLE, GEORGIA,
BY AND THROUGH ITS MAYOR AND COUNCIL**

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 1 and 3 authorize counties to provide animal control services within their boundaries or as otherwise provided by law or by intergovernmental agreement; and

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 2 and 3 authorize municipalities to provide animal control services within their boundaries or as otherwise provided by law or by intergovernmental agreement; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1 authorizes counties and cities in Georgia to enter into Intergovernmental Agreements relating to the provision of services or facilities that are within their respective authority; and

WHEREAS, the County and the City find that the public interest will be served by the County's provision of animal control services within the boundaries of the City; and

WHEREAS, the parties hereto are willing to enter into this Intergovernmental Agreement for the provision of animal control services by Greene County, Georgia (the "County") to the City of Woodville, (the "City") pursuant to the terms of this Agreement;

NOW, THEREFORE, the County and the City hereby agree as follows:

1. This Agreement shall initially be in effect beginning April 1, 2017, and ending September 30, 2017. This Agreement shall automatically renew for additional one year terms beginning on October 1, 2017 unless terminated by either party hereto. Such termination shall be accomplished by either party providing written notice to the other party no later than ninety (90) days prior to the last date of the then-current term of this Agreement or upon mutual written agreement of the parties.

2. During the term of this Agreement, the County will provide, within the municipal limits of the City, normal and customary animal control services at a level, frequency, and quality available and provided to the unincorporated areas of the County. The County shall provide all available and reasonable equipment, motor vehicle(s), facility(ies), and personnel, which, in its discretion, are needed to carry out its basic functions and duties within the City under this Paragraph. All such equipment, vehicle(s), and facility(ies) shall be and remain under the exclusive control and ownership of County.

3. The City shall adopt an animal control ordinance identical to the County's animal control ordinance, which County ordinance shall be provided by the County to the City upon

request. The County shall have no obligation to enforce any City animal control ordinance that differs from the County animal control ordinance. In addition, City shall take whatever reasonable formal action(s) as may be necessary and/or appropriate to provide County animal control officers with the authority to enforce City animal control ordinances and issue citations for violations of same. City shall also adopt any other ordinance amendments that are necessary and/or appropriate to carry out the intent and purpose of this Paragraph and permit County personnel assigned under this Agreement to perform the services described herein. It shall be City's duty and responsibility to ensure that its animal control ordinances are compliant with all applicable state and federal laws. In the event that the County amends its animal control ordinance(s) during the term of this Agreement, City agrees to amend its animal control ordinance accordingly. If the City fails to adopt ordinances identical to the County's animal control ordinance within thirty (30) days' notice from the County, the County shall be authorized to terminate this Agreement following expiration of such thirty (30) day period.

4. In consideration of the County's provision of the services contemplated by this Agreement, the City shall pay to the County upon adoption of this Agreement One Thousand and Five Hundred Dollars (\$1,500.00) for the initial period of this Agreement, and then the annual sum of Three Thousand Dollars (\$3,000.00) during each year in which this Agreement is in effect thereafter. Payment of such annual sum for each year this Agreement renews shall be made to the County no later than December 31st of each year. In addition, any fines imposed for violations of the City's animal control ordinance that were enforced by the County under this Agreement shall be submitted to and retained by the County.

5. County is authorized to charge fees to the public for animal control services that it provides hereunder. To the extent possible and to the extent that there is a comparable service provided by the County in the unincorporated area, County shall charge the same rates and fees for services offered inside the City and/or services pertaining to City animal control as it charges for those comparable services provided outside the City and/or County animal control. All such fees collected by County for animal control services will be paid directly to and retained by the County. Such fees may include, but are not necessarily limited to, reclaim fees, boarding fees, adoption fees, and pick-up fees. Any donations shall be retained by County. If any City ordinances need to be amended, or other action taken by the City, to allow County to collect, retain, charge, or change any fees described in this Paragraph 5, City shall amend its animal control ordinances, or take such other action as is necessary, to permit same.

6. All County personnel assigned under this Paragraph shall work under the sole direction of County and shall be assigned duties by County. All County animal control officers, as well as any other County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation, and disciplinary functions.

7. This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This

Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

8. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

County Manager
Greene County Board of Commissioners
1034 Silver Drive, Suite 201
Greensboro, GA 30642

NOTICE TO THE CITY shall be sent to:

City of Woodville
1001 Peachtree Ave. East
Woodville, GA 30669

9. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by City with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by City with the terms and conditions of this Agreement.

10. This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

11. Nothing contained in this Agreement shall be construed to be a waiver of either party's sovereign immunity or other available immunities or any individual's qualified, good faith, or official immunities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates set out below, effective as of the date set forth in Section 2 above.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

CITY OF WOODVILLE

Date: 03-27-2017

By: *Phil Brock*
Mayor

Attest: *Cheryl Sellers*
City Clerk

GREENE COUNTY, GEORGIA

Date: 4/11/2017

By: *Gregory*
Chairman, Board of Commissioners

Attest: *Sybil Hill*
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: **GREENE COUNTY**

Service: **Building Inspections**

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.): **Greene County, Greensboro, Union Point**

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.).

Local Government or Authority	Funding Method
Greene County	The Special Service District created pursuant to Paragraph 6, below.
Greensboro	General Funds, User Fees
Union Point	General Funds, User Fees

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

Greensboro and Union Point assumed responsibility for building inspection within their respective corporate limits. White Plains, Woodville, and Siloam do not provide building inspection services and do not contract for such services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from property taxes, insurance premium taxes, assessments, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:

RESOLUTION NUMBER 2018.7-17B

A RESOLUTION CREATING A SPECIAL DISTRICT CONSISTING OF THE UNINCORPORATED AREA OF THE COUNTY FOR THE PROVISION OF BUILDING INSPECTION SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that “special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor”; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. IV, Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. II, Para. III, authorizes any city, county, or any combination thereof, to provide building inspection services; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district consisting of the entire unincorporated area of Greene County, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the “Special District”) for the provision and funding of building inspection services for the citizens of Greene County located in the Special District.

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

1. The Board of Commissioners of Greene County hereby creates a Special District for building inspection services consisting of the entire unincorporated area of Greene County, Georgia, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the “Special District”).
2. The Board of Commissioners, on an annual basis, shall levy and collect property taxes, insurance premium taxes, assessments and/or user fees within the Special District sufficient to fund building inspection services within the Special District, according to such annual budget as may be approved by the Board of Commissioners in its discretion for such purposes; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision

of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.

3. The above fees, assessments, and/or taxes shall be collected from within the Special District by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
4. Fees, assessments, and/or taxes levied within the Special District shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
5. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON July 17, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: 
Gary Usry, Chairman

Attest: 
Sylvia V. Hill, 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: **GREENE**

Service: *Chamber of Commerce*

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.): **Greene County Chamber of Commerce**
- 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.).

Local Government or Authority	Funding Method
Greene County	The Special Services District created pursuant to paragraph 6 below
City of Greensboro	General Fund
City of Union Point	General Fund
City of Woodville	General Fund
Town of Siloam	General Fund
City of White Plains	General Fund

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

This service was not included in the original SDS. The Greene County Chamber of Commerce is a private, non-profit entity that generally supports economic growth by fostering a culture for business to thrive through economic, community, and leadership development. The services of the Chamber are provided countywide. The intergovernmental revenue support for the Chamber is provided by the five city governments and Greene County based on the share of the Local Option Sales Tax Formula with the County's share coming from revenues generated with the special services district created pursuant to paragraph 6 below.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from property taxes, insurance premium taxes, assessments and/or user fees levied in and collected from the special service district.

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 08/29/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE

RESOLUTION NUMBER 2018.8.30(a)

A RESOLUTION CREATING A SPECIAL DISTRICT CONSISTING OF THE UNINCORPORATED AREA OF THE COUNTY FOR THE PROVISION OF CHAMBER OF COMMERCE SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that “special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor”; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. IV, Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, Greene County Chamber of Commerce is a private, nonprofit quasi-governmental organization formed and operating in the county for the purpose of promoting tourism, conventions, and trade shows, or for other purposes provided in O.C.G.A. § 48-13-51(a)(3), and generally supports economic growth by fostering a culture for business to thrive through economic, community and leadership development;

WHEREAS, the County’s Code of Ordinances and Georgia statutes including but not limited to O.C.G.A. § 48-13-50 *et seq.* and O.C.G.A. § 48-13-90 authorize the County to levy and collect taxes to fund the promotion of the public purposes of industry, trade, commerce and tourism within the County; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district consisting of the entire unincorporated area of Greene County, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the “Special District”) for the provision and funding of the promotion of the public purposes of industry, trade, commerce and tourism within the County by the Greene County Chamber of Commerce for the citizens of Greene County located in the Special District.

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

1. The Board of Commissioners of Greene County hereby creates a Special District for the provision and funding of the promotion of the public purposes of industry, trade, commerce and tourism within the County by the Greene County Chamber of Commerce consisting of the entire unincorporated area of Greene County, Georgia,

as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the "Special District").

2. The Board of Commissioners, on an annual basis, shall levy and collect property taxes, insurance premium taxes, assessments and/or user fees within the Special District to fund the services of the Greene County Chamber of Commerce of the promotion of the public purposes of industry, trade, commerce and tourism within the County, according to such annual budget as may be approved by the Board of Commissioners in its discretion for such purposes; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, grants, and/or donations, if applicable.
3. The above fees, assessments, and/or taxes shall be collected from within the Special District by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
4. Fees, assessments, and/or taxes levied within the Special District shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
5. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON August 30, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: GARY USRY
Gary Usry, Chairman

Attest: Sylvia V. Hill
Sylvia V. Hill, 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: **GREENE COUNTY**

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.):

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.): **Greene County, Greensboro, Siloam, Union Point, White Plains, Woodville**

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.).

Local Government or Authority	Funding Method
Greene County	The Special Service District created pursuant to Paragraph 6, below.
Greensboro	General Fund
Union Point	General Fund
Siloam	General Fund
Woodville	General Fund
White Plains	General Fund

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

This service was not included in the original SDS.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from property taxes, insurance premium taxes, assessments, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/09/2018

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:

RESOLUTION NUMBER 2018.7-17C

A RESOLUTION CREATING A SPECIAL DISTRICT CONSISTING OF THE UNINCORPORATED AREA OF THE COUNTY FOR THE PROVISION OF CODE ENFORCEMENT SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that “special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor”; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. IV, Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. II, Para. III, authorizes any city, county, or any combination thereof, to provide code enforcement services; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district consisting of the entire unincorporated area of Greene County, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the “Special District”) for the provision and funding of code enforcement services for the citizens of Greene County located in the Special District.

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

1. The Board of Commissioners of Greene County hereby creates a Special District for code enforcement services consisting of the entire unincorporated area of Greene County, Georgia, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the “Special District”).
2. The Board of Commissioners, on an annual basis, shall levy and collect property taxes, insurance premium taxes, assessments, and/or user fees within the Special District sufficient to fund code enforcement services within the Special District, according to such annual budget as may be approved by the Board of Commissioners in its discretion for such purposes; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision

of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.

3. The above fees, assessments, and/or taxes shall be collected from within the Special District by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
4. Fees, assessments, and/or taxes levied within the Special District shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
5. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON July 17, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: Gary Usry
Gary Usry, Chairman

Attest: Sylvia V. Hill
Sylvia V. Hill, 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:GREENE

Service:Convention and Tourism

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.): **The Greene County Convention and Visitors Bureau provides this service to the unincorporated areas of the County. The City of Greensboro contracts with the Chamber of Commerce to provide this service inside their municipal limits.**

- 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.).

Local Government or Authority	Funding Method
Greene County	Hotel/Motel Taxes (40% restricted portion)
City of Greensboro	Hotel/Motel Taxes (40% restricted portion)

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

This service was not included in the original SDS. Greene County contracts with the Greene County Convention and Visitors Bureau ("CVB"), a 501c(6) organization, to promote tourism. Funding for the CVB is solely derived through the unincorporated area Hotel/Motel Tax proceeds that are statutorily set aside for promotion of tourism.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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:GREENE

Service: *Cooperative Extension 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.): **The University of Georgia Cooperative Extension 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.):

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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Funds

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

No change.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 07/17/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE



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:GREENE

Service:Coroner

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.):**Greene 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Funds

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

No change.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:GREENE

Service:Department of Family and Children 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.):**Greene County (local funding subsidy to Greene County Department of Family and Children and Services consisting of state employees to supplement state funding of aging services, child support services and family and children services)**

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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Funds

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

No Change

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Greene County provides local funding support for the programs and services administered through the local office of the State of Georgia's Department of Family and Children's Services.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:GREENE

Service:Development Authority/Industrial Park

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.):**Greene County Development Authority**
- 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.).

Local Government or Authority	Funding Method
Greene County	General Fund (per intergovernmental agreement referenced below)
City of Greensboro	General Fund (per intergovernmental agreement referenced below)
City of Union Point	General Fund (per intergovernmental agreement referenced below)
Greene County Dev Authority	revenue per referenced IGA with Greene County, Greensboro, and Union Point

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

Strategy is updated to reflect the role of and intergovernmental agreement with the Greene County Development Authority

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	Greene County, Greensboro, Union Point, Dev Authority	renewed annually

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: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 08/29/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE

**INTERGOVERNMENTAL AGREEMENT
FOR GREENE COUNTY DEVELOPMENT AUTHORITY**

This Intergovernmental Agreement made as of this ____ day of _____, 2017, effective as of October 1, 2017, by and between **Greene County, Georgia**, a political subdivision of the State of Georgia (hereinafter referred to as "County"); the **City of Greensboro, Georgia**, a municipal corporation of the State of Georgia (hereinafter referred to as "Greensboro"); the **City of Union Point, Georgia**, a municipal corporation of the State of Georgia (hereinafter referred to as "Union Point") (sometimes hereinafter referred to as the "Government" or "Governments"); and the **Greene County Development Authority** (hereinafter referred to as "Authority").

WITNESSETH:

WHEREAS, the Authority was organized and exists for the purpose of developing trade, commerce, and industry within Greene County, Georgia; and

WHEREAS, the Authority owns and operates an industrial park within the City of Greensboro, Georgia, and provides bond financing services and other development services through its members and counsel; and

WHEREAS, at the time of its establishment, the industrial park was funded equally three ways between the County, Greensboro, and Union Point, and the parties have subsequently divided costs and tax income equally three ways; and

WHEREAS, the parties hereto do desire to maintain the services provided by the Authority for the purpose of attracting industries to the County and Cities; and

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality, or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality, or political subdivision or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; and

WHEREAS, the parties have agreed to pool funds to pay for the costs associated with such services; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and undertakings herein, the parties do hereby agree as follows:

1. The Governments do hereby agree that they shall fund the operations of the Authority based on a budget to be agreed upon and approved annually by each of the parties, which amount shall fund the operations of the Authority. The parties hereto shall make payment of all amounts due hereunder to the Greene County Development Authority.

2. The initial annual budget for the 2017/2018 fiscal year shall be Sixteen Thousand, Nine Hundred Fifty-Six and 00/100 Dollars (\$16,956.00) to be paid as set out below. Each Government shall be responsible for paying one-third (1/3rd) of such approved budget.
3. Each party hereto shall make payment hereunder to the Authority, either in full or in two semi-annual payments, starting on the 15th day of the month following the 1st day of each government's fiscal year, currently October 1st. The Development Authority shall deliver to each Government a proposed budget for the next succeeding fiscal year not later than June 1st of each year.
4. The Authority does hereby agree that it shall communicate through a report to the parties on a monthly basis outlining the activities and progress of said office and its personnel.
5. The term of this Agreement shall be one year from the date hereof. This Agreement shall automatically renew from year to year. Any party hereto may terminate its obligations hereunder as of the date of expiration in any year. Said party shall give written notice to each of the other parties hereto of its intention not to renew said Agreement at least 90 days prior to the expiration hereof.
6. This Agreement sets forth the entire agreement and understanding between the parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same agreement. If any provision or part of this Agreement shall be deemed void, the remainder of the Agreement shall remain valid and enforceable by any party. This Agreement shall be construed according to the laws of the State of Georgia. Time is of the essence hereof.
7. Miscellaneous Legal Provisions:
 - a. This Agreement shall benefit and bind the parties and their heirs, executors, administrators, successors, and assigns. This Agreement may not be modified except by written instrument signed by the parties. This Agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this Agreement.
 - b. All rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
 - c. No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall

constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

- d. All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses below. Any such notice, request, demand, or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand, or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands, or other communications required or permitted to be given hereunder by such party:

Greene County Development Authority
202 N. Main Street
Greensboro, GA 30642

Greene County, Georgia
1034 Silver Drive
Greensboro, GA 30642

Greensboro, Georgia
212 N. Main Street
Greensboro, GA 30642

Union Point, Georgia
107 Scott Street
P.O. Box 233
Union Point, GA 30669

- e. On and after the date of this Agreement, the parties shall, at the request of the other, make, execute, and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things, which any party may reasonably require to effectuate the provisions and intentions of this Agreement.
- f. This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

- g. If any provision of this Agreement is held unenforceable such provision shall be fully severable. The Agreement shall be construed and enforced as if such unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force.
- h. This Agreement may be executed in any number of counterparts, and all counterparts shall be considered together as one agreement. The Parties understand and agree to the terms of this Agreement their authorized company officers have signed below.
- i. The signatories have the authority to bind the party on whose behalf they are signing.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have affixed their hands and seals the day and year first above written.

GREENE COUNTY, GEORGIA

BY: [Signature]

ATTEST: [Signature]

CITY OF GREENSBORO

BY: [Signature]

ATTEST: [Signature]

CITY OF UNION POINT

BY: [Signature]

ATTEST: [Signature]

GREENE COUNTY DEVELOPMENT AUTHORITY

BY: [Signature]



81-11

ATTEST:



Exhibit "A"

Fiscal Year 2017-2018 Budget		
General Expenses		\$2,400.00
Administrative Support Chamber		\$4,400.00
Auditing Charges		\$0.00
Contingency		\$1,400.00
Liability Insurance for Authority		\$0.00
Marketing		\$350.00
Membership		\$0.00
Development Authority Training		
Industrial Park Expenses		\$8,000.00
Mowing Business Park / Railbed Maintenance		\$406.00
Liability Insurance for Business Park		
		\$16,956.00
TOTAL EXPENSES		
		\$5,652.00
TOTAL DUE FROM COUNTY		\$5,652.00
TOTAL DUE FROM GREENSBORO		\$5,652.00
TOTAL DUE FROM UNION POINT		
		\$16,956.00
TOTAL		



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY:GREENE

Service:District Attorney's Office

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.):**State of Georgia District Attorney's Office**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

The original SDS did not include this service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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?

The State of Georgia District Attorney's Office provides prosecutorial services for the Judicial/Courts functions in Greene County on a countywide basis. Greene County's supplemental funding for the District Attorney's Office is derived from countywide revenues.

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 07/09/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE COUNTY**

Service: **E-911 Radio/Dispatch 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.): **Greene 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.).

Local Government or Authority	Funding Method
Greene County	General Fund, Fees, Grants and SPLOST
Greensboro	Per IGA referenced in paragraph 5 below (\$60,000 per year from General Fund for services defined in IGA)
Union Point	Per IGA referenced in paragraph 5 below (\$25,000 per year for 5 years with annual renewals in years 6 thru 10 with \$1,000.00 per year escalation per IGA)

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

This strategy changes the previous arrangement by clarifying the funding mechanism.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for the Provision of Public Safety Communications Services (2 separate IGAs)	Greene County and Union Point	10/1/18 for a period of five years and renewable annually years 6 thru 10 with \$1,000 a year increase yrs. 6-10
	Greene County and Greensboro	renewable annually

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: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 8/13/18

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:

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION
OF PUBLIC SAFETY COMMUNICATION SERVICES BETWEEN
GREENE COUNTY AND THE CITY OF UNION POINT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 30 day of August, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF UNION POINT, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the provision of public safety communication services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 1 and 3 authorize counties to set policies for the provision of emergency rescue services and police and fire services within their boundaries;

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the parties hereto are willing to enter into this Agreement pertaining to the City's use and access to the County's 700 MHZ radio communications system and provision by the County to the City of emergency and non-emergency public safety communications services for support of the City's police and fire departments, including the provision of services above and beyond the requirements set forth in O.C.G.A. § 46-5-133(d);

NOW, THEREFORE, the parties hereto agree to the above recitals and as follows:

1. This Agreement shall run from October 1, 2018, for a maximum ten-year period, through and including September 30, 2028, as provided in this paragraph. For the initial five-year period from October 1, 2018 and ending on September 30, 2023, this Agreement shall not be subject to cancellation by either party. Thereafter, beginning on October 1, 2023, and ending at the latest on September 30, 2028, this Agreement shall be subject to automatic renewal each fiscal year from year to year for up to an additional five-year period, through and including September 30, 2028, unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties. This Agreement shall terminate at the latest as of September 30, 2028, unless terminated earlier per the terms of this paragraph.
2. The County, as the public safety answering point ("PSAP") for Greene County, for no charge to the City and in accordance with the requirements of O.C.G.A. § 46-5-133(d), upon receiving an emergency 911 call for emergency law enforcement service, or fire protection

services, from a member of the public that falls within the jurisdiction of the City's Police and Fire Departments, shall direct or dispatch the emergency call to the appropriate Department personnel who are able to respond to such call, provided that the County, as the PSAP, shall maintain and monitor the connection with the emergency 911 caller until the County relays sufficient information for such City Department personnel to respond to the call.

3. In consideration of the County providing the City with public safety communications services, including use and access to the County's 700 MHz radio communications system, or any future system during the term of this Agreement, to allow for the provision of public safety communications services described hereinafter in this paragraph that are above and beyond the services described in paragraph 2 above (defined hereinafter as the "Public Safety Communications Services"), the City agrees to pay the County as follows:
 - a) During each of the first five years of this Agreement, quarterly payments of \$6,250.00 (for a total annual payment of \$25,000.00) with such quarterly payments being due on the first day of each quarter beginning October 1, 2018;
 - b) \$26,000.00 during the sixth year of this Agreement if the Agreement is renewed, to be paid in quarterly payments of \$6,500.00 being due on the first day of each quarter beginning October 1, 2023;
 - c) \$27,000.00 during the seventh year of this Agreement if the Agreement is renewed, to be paid in quarterly payments of \$6,750.00 being due on the first day of each quarter beginning October 1, 2024;
 - d) \$28,000.00 during the eighth year of this Agreement if the Agreement is renewed, to be paid in quarterly payments of \$7,000.00 being due on the first day of each quarter beginning October 1, 2025;
 - e) \$29,000.00 during the ninth year of this Agreement if the Agreement is renewed, to be paid in quarterly payments of \$7,250.00 being due on the first day of each quarter beginning October 1, 2026;
 - f) \$30,000.00 during the tenth year of this Agreement if the Agreement is renewed, to be paid in quarterly payments of \$7,500.00 being due on the first day of each quarter beginning October 1, 2027.
 - g) As used in this paragraph and this Agreement, the term "Public Safety Communication Services" shall be defined as those services that are currently being provided to the City by the County as follows: (1) access by the City Police Department to the County's radio communication system to allow for internal City Police Department communications and communications between the City Police Department and other public safety agencies within the County; (2) expanded communications between County Communications personnel and City Police Department personnel above and beyond the initial emergency 911 call dispatch requirements of O.C.G.A. § 46-5-133(d), to include the performance of Signal "20" or officer safety checks, and

continuation of monitoring of City Police Department calls after sufficient information has already been relayed to allow for a response to an emergency 911 call; (3) communications with County Communications personnel to facilitate wrecker service calls; (4) communications with County Communications personnel to facilitate calls for support from Georgia State Patrol/Georgia Department of Public Safety and other agencies; (5) communications with County Communications personnel for after-hours utility emergency calls; and (6) assignment by County Communications personnel of case numbers to the City Police Department.

4. The City's annual payment to be made in quarterly installment payments as set forth above shall be derived from any available revenue sources to the City.
5. No additional payment shall be required by the City during the term of this Agreement for access to and use of the County's radio communications systems, except it is expressly agreed that the City shall maintain its current allotment of hand-held and/or mobile radios and equipment and shall be required to use the same system as is used by the Greene County Sheriff's Office.
6. While the parties contemplate that the Public Safety Communication Services will be provided to the City by way of the 700 MHz radio communication systems, the parties agree that to the extent that an upgrade or modification becomes available to improve the performance of the radio communications systems, the County shall have the discretion to perform or procure such upgrades or modifications, provided that the services provided to the City remain at the same or improved level of service as that which is provided to the Greene County Sheriff's Office and the City of Greensboro's Police and Fire Departments .
7. This Agreement shall become effective as of October 1, 2018, upon authorization and execution by the governing body of the City of Union Point and Greene County.
8. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the provision of Public Safety Communications Services. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to emergency dispatch services.
9. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
10. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
11. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that

any party is to receive under this Agreement or materially affects the operation of this Agreement.

12. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
13. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
14. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: *Gary Usry*
Print: GARY USRY
Title: Chairman

Attest:

Signature: *Sylvia V. Hill*
Print: Sylvia V. Hill
Title: County Clerk



(Insert County Seal)

CITY OF UNION POINT

Signature: *Lanier Rhodes*
Print: Lanier Rhodes
Title: Mayor

Attest:

Signature: *Sheila Jordan*
Print: Sheila Jordan
Title: City Clerk

(Insert City Seal)



**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION
OF PUBLIC SAFETY COMMUNICATION SERVICES BETWEEN
GREENE COUNTY AND THE CITY OF GREENSBORO**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 4th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF GREENSBORO, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the provision of public safety communication services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraphs 1 and 3 authorize counties to set policies for the provision of emergency rescue services and police and fire services within their boundaries;

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the parties hereto are willing to enter into this Agreement pertaining to the City's use and access to the County's 700 MHZ radio communications system and provision by the County to the City of emergency and non-emergency public safety communications services, including the provision of services above and beyond the requirements set forth in O.C.G.A. § 46-5-133(d);

NOW, THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County, as the public safety answering point ("PSAP") for Greene County, for no charge to the City and in accordance with the requirements of O.C.G.A. § 46-5-133(d), upon receiving an emergency 911 call for emergency law enforcement service from a member of the public that falls within the jurisdiction of the City's Police Department, shall direct or dispatch the emergency call to the appropriate City Police Department personnel who are able to respond to such call, provided that the County, as the PSAP, shall maintain and monitor the connection with the emergency 911 caller until the County relays sufficient information for such City Police Department personnel to respond to the call.
2. The County's method and chosen technology for providing delivery of the emergency call dispatch services to the City described in paragraph 1 above shall be within the discretion of the County.

3. In consideration of the County providing the City with public safety communications services, including use and access to the County's 700 MHz radio communications system, or any future system during the term of this Agreement, to allow for the provision of public safety communications services described hereinafter in this paragraph that are above and beyond the services described in paragraph 1 above (defined hereinafter as the "Public Safety Communications Services"), the City agrees to pay the County quarterly payments of \$15,000.00 (for a total annual payment of \$60,000.00) with such quarterly payments being due on the first day of each quarter beginning October 1st of each year the Public Safety Communication Services defined herein are to be provided. As used in this paragraph and this Agreement, the term "Public Safety Communication Services" shall be defined as follows: the following services above and beyond the initial emergency 911 answering and dispatch services required to be performed by the County as PSAP pursuant to O.C.G.A. § 46-5-133(d): (1) access by the City Police Department to the County's radio communication system to allow for internal City Police Department communications and communications between the City Police Department and other public safety agencies within the County; (2) expanded communications between County Communications personnel and City Police Department personnel above and beyond the initial emergency 911 call dispatch requirements of O.C.G.A. § 46-5-133(d), to include the performance of Signal "20" or officer safety checks, and continuation of monitoring of City Police Department calls after sufficient information has already been relayed to allow for a response to an emergency 911 call; (3) Dispatching of all non-emergency calls requiring the City Police Department; (4) Receiving, handling, and dispatching all GCIC/NCIC inquiries for the City Police Department to include driver's license, vehicle registration, stolen articles, stolen guns, and missing persons; (5) Assigning of all case numbers for the City Police Department for dispatched services; (6) Issuance of warrant validation letters to all outstanding cases still on the GCIC/NCIC system for GA0660100, as such relates to the City Police Department; (7) Serving as the after-hours contact for City utilities; assigning and contacting appropriate City personnel; (8) communications with County Communications personnel to facilitate wrecker service calls; and (9) communications with County Communications personnel to facilitate calls for support from Georgia State Patrol/Georgia Department of Public Safety and other agencies.
4. The City's annual payment to be made in quarterly installment payments as set forth above shall be derived from any available revenue sources to the City.
5. No additional payment shall be required by the City during the term of this Agreement for access to and use of the County's 700 MHz radio communications systems, except it is expressly agreed that the City shall purchase and maintain its own hand-held and/or mobile radios and equipment and shall be required to use the same system as is used by the Greene County Sheriff's Office.
6. While the parties contemplate that the Public Safety Communication Services will be provided to the City by way of the 700 MHz radio communication systems, the parties agree that to the extent that an upgrade or modification becomes available to improve the performance of the radio communications systems, the County shall have the discretion to perform or procure such upgrades or modifications.

7. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
8. This Agreement shall become effective upon authorization and execution by the governing body of the City of Greensboro and Greene County.
9. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the provision of Public Safety Communications Services. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to emergency dispatch services.
10. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
11. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
12. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
13. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
14. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
15. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY USRY

Print: GARY USRY
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk



CITY OF GREENSBORO

Signature: _____

Print: _____
Title: Mayor

Attest:

Signature: _____

Print: _____
Title: City Clerk

(Insert City Seal)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: _____

Print: _____

Title: Chairman

Attest:

Signature: _____

Print: _____

Title: County Clerk

(Insert County Seal)

CITY OF GREENSBORO

Signature: Glenn Wright

Print: Glenn Wright

Title: Mayor

Attest:

Signature: Larry Postell

Print: LARRY POSTELL

Title: City Clerk

(Insert City Seal)



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: **GREENE**

Service: **Economic Development**

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.): **Greene 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

This service was not included in the original SDS.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Greene County employs an Economic Development Director to promote, support, facilitate, and otherwise assist with economic development throughout Greene County. The efforts of the Economic Development Director are countywide, and are funded through countywide revenues of Greene County.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: GREENE

Service: *Elections - Municipal*

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: **Greensboro, Union Point, Siloam, Woodville, and White Plains**)

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.).

Local Government or Authority	Funding Method
Greensboro	General Fund
Siloam	General Fund
White Plains	General Fund
Union Point	General Fund
Woodville	General Fund

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

This service was not included in the original SDS.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for the Provision of Election Services (3 separate IGAs)	Greensboro and Greene County; Board of Elections	Annually renewable
	Siloam and Greene County; Board of Elections	Annually renewable
	White Plains and Greene County; Board of Elections	Annually renewable

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?

The Cities of Greensboro, Siloam, and White Plains contract with the County and the Board of Elections and Registration to oversee and manage municipal elections. Funding for municipal elections is paid by the respective city for which the election is held through General Funds of that city. The cities of Union Point and Woodville manage their own respective municipal elections.

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 07/17/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES AMONG GREENE COUNTY, GEORGIA, THE BOARD OF ELECTIONS AND REGISTRATION OF GREENE COUNTY, GEORGIA, and THE CITY OF SILOAM, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 21st day of September, 2016, between and among **GREENE COUNTY, GEORGIA** (the "County"), a political subdivision of the State of Georgia, the **BOARD OF ELECTIONS AND REGISTRATION OF GREENE COUNTY, GEORGIA** (the "Board"), and the **CITY OF SILOAM, GEORGIA** (the "City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, all parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City's elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the Board, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County, the Board, and the City agree as follows:

ARTICLE 1 – CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections that the City requests the County to conduct (hereinafter referred to as "City Elections"), including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. Each such request shall be submitted no later than ninety (90) days prior to Election Day if the City Election will be held in conjunction with any federal election context, and shall otherwise be submitted no later than sixty (60) days prior to Election Day. If a request is not made to the County and Board by such date, the County and Board shall have no obligation to conduct the City Election in question.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

1.4 Any official election duty or obligation of the City's Supervisor of Elections which the County is assuming for purposes of this Agreement will become the sole responsibility and duty of the County upon the conclusion of the period of time in which candidates are required to qualify ("Qualifying Period").

ARTICLE 2 – TIME IS OF THE ESSENCE; TERM OF AGREEMENT

2.1 Time is of the essence of this Agreement.

2.2 This Agreement shall be in effect for one (1) year, beginning October 1, 2016, and ending September 30, 2017. This Agreement shall automatically renew for additional one year terms unless terminated by either party hereto. Such termination shall be accomplished by either party providing written notice to the other party no later than ninety (90) days prior to the last date of the then-current term of this Agreement or upon mutual written agreement of the parties.

ARTICLE 3 – DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election under this agreement, the Board and the County Elections Director, or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information, including wording of the ballot question);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of City electors;
- f) Performing the duties of election superintendent/supervisor and absentee ballot clerk for City Elections, conduct all municipal elections for the City (including, but not limited to, advance voting "in person" at advance voting sites and "by mail" through absentee voting), and performing all functions required of the Superintendent of Elections by law, except qualification of municipal candidates for elections and the performance of Filing Officer functions and fulfillment of ethics reporting requirements required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Preparing precinct cards, or in lieu thereof, letters to registered voters confirming their voting precincts and polling places for every City Election: primary, general, and any runoff elections, as well as referendum elections;
- k) Preparing and mailing absentee ballots for voters claiming absentee status; and
- l) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Providing notices to the County as specified in Section 1.2 of this Agreement;
- b) Recommending early voting sites and hours of operation to the County;

- c) Adopting, prior to or contemporaneously with approval of this Agreement, an election ordinance pursuant to O.C.G.A. § 21-2-45(c);
- d) Adopting Calls for City Elections (the "Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130, *et seq.*, now and as it may be amended hereafter;
- f) Placing advertisements in the City's legal organ regarding Calls, as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- g) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- h) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- i) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- j) Not less than 90 days prior to Election Day, verify the accuracy of the voter list(s) for City residents;
- k) Providing the County with a detailed map showing the City's municipal boundaries and voting district boundaries;
- l) Performing all actions related to the issuance of bonds by the City, except for referendum election duties specifically requested of the County and Board as provided herein;
- m) Notifying the County as soon as possible of the need for a Special City Election including election races and/or ballot referendum questions;
- n) Providing the County with the ballot language for any City Election, including election races and/or ballot referendum questions, at least ninety (90) days before Election Day for an election that contains a federal contest and sixty (60) days before Election Day for all other elections;
- o) Providing the County with an electronic copy of each referendum ballot question that must be placed on a ballot;

- p) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- q) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings/ballot questions; and
- r) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 – COMPENSATION AND CONSIDERATION

4.1 No later than October 1, 2016 and each subsequent October 1st of each year that this Agreement is in effect, the City shall pay to the County Two Thousand Dollars (\$2,000.00) (the “Base Charge”). The Base Charge is intended to defray a portion of the County’s cost in maintaining its election infrastructure, staffing, and capacity to conduct elections on behalf of the City. Such Base Charge shall be payable each year during the term of this Agreement regardless of whether a City Election is held in that year.

4.2 Pursuant to this Agreement and O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, the City shall also pay the County’s and Board’s actual costs in conducting City Elections, plus a 15% administrative fee. Following each City Election, the County shall submit to the City an invoice for such costs and administrative fee, and the City shall pay the amount of such invoice within thirty (30) days of receipt.

ARTICLE 5 – LEGAL RESPONSIBILITIES

5.1 To the extent provided by law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the Board, and County election superintendent/supervisor, or as a result of equipment supplied or provided by the County, the Board, and/or the County election superintendent/supervisor, in connection with any City Election held pursuant to this Agreement. To the extent provided by law, the City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the Board, and the County election superintendent/supervisor, or as a result of equipment supplied or provided by the County, the Board, or the County election superintendent/supervisor, in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney’s fees for the County Attorney or outside counsel and all expenses associated with the

election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 – EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All City personnel assigned under this Agreement are and will continue to be employees of the City and under supervision of the City.

ARTICLE 7 – RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County and City will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 – E-VERIFY AND TITLE VI

8.1 Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 9 – AUTHORIZATION

9.1 Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees

and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

9.2 The Board of Elections and Registration of Greene County, Georgia has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the City Elections.

ARTICLE 10 – TERMINATION AND REMEDIES

10.1 Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever, or for no reason at all, by notice in writing to the other party delivered at least ninety (90) days prior to the effective date of the termination.

10.2 Notwithstanding Paragraph 10.1, the parties recognize that chaos may ensue if this Agreement were terminated during an election year. As a result, if any party elects to terminate this Agreement during a calendar year in which there is a scheduled City Election, the parties agree that said termination shall not be effective until three (3) weeks after the conclusion of the last City Election conducted during that election cycle.

ARTICLE 11 – NOTICES

11.1 All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County or by the County to the City via certified first class U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Greene County Manager
 1034 Silver Drive, Suite 201
 Greensboro GA 30642

If to the City:

With a copy to:

If to the Board: Elections Supervisor
 1034 Silver Drive, Suite 201
 Greensboro, GA 30642

ARTICLE 12 – NON-ASSIGNABILITY

12.1 Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13 – ENTIRE AGREEMENT

13.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement. This Agreement constitutes the entire understanding and agreement among the parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City, County, or Board. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 – SEVERABILITY, VENUE AND ENFORCEABILITY

14.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision (or portion of the provision) will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision (or portion of the provision) were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Greene County, Georgia, or the U.S. District Court for the Middle District of Georgia – Athens Division, as appropriate. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 – BINDING EFFECT

15.1 This Agreement shall inure to the benefit of, and be binding upon, the representative parties' successors.

ARTICLE 16 – COUNTERPARTS

16.1 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

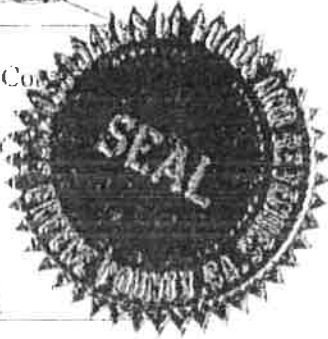
IN WITNESS WHEREOF, the County, Board, and City have executed this Agreement through their duly authorized officers on the day and year first above written.

GREENE COUNTY, GEORGIA

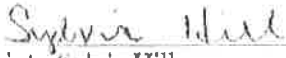


Print: Ed Bullard
Title: Chairman, Board of Commissioners

[INSERT COUNTY SEAL]



Attest:



Print: Sylvia Hill
Title: County Clerk

**BOARD OF ELECTIONS AND REGISTRATION
OF GREENE COUNTY, GEORGIA**



Print: Frank Moore
Title: Chairman, Board of Elections and Registration
of Greene County, Georgia

[SEAL]

Attest:



Print: Karen Mayer
Title: Elections Supervisor

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF SILOAM, GEORGIA




Print: C. L. HODGES

Title: Mayor

[INSERT CITY SEAL]

Attest:



Print: Nancy M. Miller

Title: City Clerk

Exhibit A

As per the Agreement executed on _____, 2016, the City of _____ hereby requests that Greene County, Georgia conduct its _____ Election on _____ within the boundaries of Greene County.

The last day to register to vote in this election is _____.

The list of early voting locations will be forthcoming.

This _____ day of _____, 20____.

Municipal Clerk

[INSERT SEAL]

The Board of Elections and Registration of Greene County, Georgia agrees to conduct the CITY OF _____ Election on _____ and any runoff elections within the boundary of Greene County, Georgia.

This _____ day of _____, 20____.

Elections Supervisor
Board of Elections and Registration of Greene County, Georgia

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION SERVICES AMONG GREENE COUNTY, GEORGIA, THE BOARD OF ELECTIONS AND REGISTRATION OF GREENE COUNTY, GEORGIA, and THE CITY OF GREENSBORO, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 3rd day of October, 2016, between and among GREENE COUNTY, GEORGIA (the "County"), a political subdivision of the State of Georgia, the BOARD OF ELECTIONS AND REGISTRATION OF GREENE COUNTY, GEORGIA (the "Board"), and the CITY OF GREENSBORO, GEORGIA (the "City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, all parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City's elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the Board, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County, the Board, and the City agree as follows:

ARTICLE 1 – CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections that the City requests the County to conduct (hereinafter referred to as "City Elections"), including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. Each such request shall be submitted no later than ninety (90) days prior to Election Day if the City Election will be held in conjunction with any federal election context, and shall otherwise be submitted no later than sixty (60) days prior to Election Day. If a request is not made to the County and Board by such date, the County and Board shall have no obligation to conduct the City Election in question.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

1.4 Any official election duty or obligation of the City's Supervisor of Elections which the County is assuming for purposes of this Agreement will become the sole responsibility and duty of the County upon the conclusion of the period of time in which candidates are required to qualify ("Qualifying Period").

ARTICLE 2 – TIME IS OF THE ESSENCE; TERM OF AGREEMENT

2.1 Time is of the essence of this Agreement.

2.2 This Agreement shall be in effect for one (1) year, beginning October 1, 2016, and ending September 30, 2017. This Agreement shall automatically renew for additional one year terms unless terminated by either party hereto. Such termination shall be accomplished by either party providing written notice to the other party no later than ninety (90) days prior to the last date of the then-current term of this Agreement or upon mutual written agreement of the parties.

ARTICLE 3 – DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election under this agreement, the Board and the County Elections Director, or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;

- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information, including wording of the ballot question);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of City electors;
- f) Performing the duties of election superintendent/supervisor and absentee ballot clerk for City Elections, conduct all municipal elections for the City (including, but not limited to, advance voting "in person" at advance voting sites and "by mail" through absentee voting), and performing all functions required of the Superintendent of Elections by law, except qualification of municipal candidates for elections and the performance of Filing Officer functions and fulfillment of ethics reporting requirements required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Preparing precinct cards, or in lieu thereof, letters to registered voters confirming their voting precincts and polling places for every City Election; primary, general, and any runoff elections, as well as referendum elections;
- k) Preparing and mailing absentee ballots for voters claiming absentee status; and
- l) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Providing notices to the County as specified in Section 1.2 of this Agreement;
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- c) Adopting, prior to or contemporaneously with approval of this Agreement, an election ordinance pursuant to O.C.G.A. § 21-2-45(c);
- d) Adopting Calls for City Elections (the "Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130, *et seq.*, now and as it may be amended hereafter;
- f) Placing advertisements in the City's legal organ regarding Calls, as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- g) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
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- j) Not less than 90 days prior to Election Day, verify the accuracy of the voter list(s) for City residents;
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ARTICLE 10 – TERMINATION AND REMEDIES

10.1 Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever, or for no reason at all, by notice in writing to the other party delivered at least ninety (90) days prior to the effective date of the termination.

10.2 Notwithstanding Paragraph 10.1, the parties recognize that chaos may ensue if this Agreement were terminated during an election year. As a result, if any party elects to terminate this Agreement during a calendar year in which there is a scheduled City Election, the parties agree that said termination shall not be effective until three (3) weeks after the conclusion of the last City Election conducted during that election cycle.

ARTICLE 11 – NOTICES

11.1 All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County or by the County to the City via certified first class U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Greene County Manager
 1034 Silver Drive, Suite 201
 Greensboro GA 30642

If to the City:

With a copy to:

If to the Board: Elections Supervisor
 1034 Silver Drive, Suite 201
 Greensboro, GA 30642

ARTICLE 12 – NON-ASSIGNABILITY

12.1 Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13 – ENTIRE AGREEMENT

13.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement. This Agreement constitutes the entire understanding and agreement among the parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City, County, or Board. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 – SEVERABILITY, VENUE AND ENFORCEABILITY

14.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision (or portion of the provision) will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision (or portion of the provision) were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Greene County, Georgia, or the U.S. District Court for the Middle District of Georgia – Athens Division, as appropriate. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 – BINDING EFFECT

15.1 This Agreement shall inure to the benefit of, and be binding upon, the representative parties' successors.

ARTICLE 16 – COUNTERPARTS

16.1 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, the County, Board, and City have executed this Agreement through their duly authorized officers on the day and year first above written.

GREENE COUNTY, GEORGIA


Print: Ed Bullard *Gary Usry*
Title: Chairman, Board of Commissioners

[INSERT COUNTY SEAL]

Attest:


Print: Sylvia Hill
Title: County Clerk



**BOARD OF ELECTIONS AND REGISTRATION
OF GREENE COUNTY, GEORGIA**

Print: Frank Moore
Title: Chairman, Board of Elections and Registration
of Greene County, Georgia


[SEAL]

Attest:

Print: Mike Malone
Title: Elections Supervisor

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF GREENSBORO, GEORGIA


Print: Glenn Wright
Title: Mayor

[INSERT CITY SEAL]


Attest:

Print: LARRY POSTELL
Title: City Clerk

Exhibit A

As per the Agreement executed on _____, 2016, the City of _____ hereby requests that Greene County, Georgia conduct its Election on _____ within the boundaries of Greene County.

The last day to register to vote in this election is _____.

The list of early voting locations will be forthcoming.

This _____ day of _____, 2_____.



Municipal Clerk

[INSERT SEAL]

The Board of Elections and Registration of Greene County, Georgia agrees to conduct the CITY OF _____ Election on _____ and any runoff elections within the boundary of Greene County, Georgia.

This _____ day of _____, 2_____.

Elections Supervisor
Board of Elections and Registration of Greene County, Georgia

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ELECTION
SERVICES AMONG GREENE COUNTY, GEORGIA, THE BOARD OF ELECTIONS
AND REGISTRATION OF GREENE COUNTY, GEORGIA, and THE CITY OF WHITE
PLAINS, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 12 day of December 2016, between and among **GREENE COUNTY, GEORGIA** (the "County"), a political subdivision of the State of Georgia, the **BOARD OF ELECTIONS AND REGISTRATION OF GREENE COUNTY, GEORGIA** (the "Board"), and the **CITY OF WHITE PLAINS, GEORGIA** (the "City"), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, all parties are interested in serving the needs of the citizens of the City by the County providing for the services of conducting all elections required and permitted by law; and

WHEREAS, the City desires to contract with the County to conduct all municipal elections for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City's elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Board has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the Board, among other things, is responsible for the selection and appointment of the elections supervisor and the selection, appointment, and training of poll workers in elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County, the Board, and the City agree as follows:

ARTICLE 1 – CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections that the City requests the County to conduct (hereinafter referred to as "City Elections"), including any and all runoffs which may be necessary. It is the intent of the parties that City Elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City Election, City shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. Each such request shall be submitted no later than ninety (90) days prior to Election Day if the City Election will be held in conjunction with any federal election context, and shall otherwise be submitted no later than sixty (60) days prior to Election Day. If a request is not made to the County and Board by such date, the County and Board shall have no obligation to conduct the City Election in question.

1.3 In the event any Special City Election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

1.4 Any official election duty or obligation of the City's Supervisor of Elections which the County is assuming for purposes of this Agreement will become the sole responsibility and duty of the County upon the conclusion of the period of time in which candidates are required to qualify ("Qualifying Period").

ARTICLE 2 – TIME IS OF THE ESSENCE; TERM OF AGREEMENT

2.1 Time is of the essence of this Agreement.

2.2 This Agreement shall be in effect for one (1) year, beginning October 1, 2016, and ending September 30, 2017. This Agreement shall automatically renew for additional one year terms unless terminated by either party hereto. Such termination shall be accomplished by either party providing written notice to the other party no later than ninety (90) days prior to the last date of the then-current term of this Agreement or upon mutual written agreement of the parties.

ARTICLE 3 – DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services:

3.1 Upon receipt of request to perform a City Election under this agreement, the Board and the County Elections Director, or their designee(s), shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City Elections after qualifying;

- c) Placing the City's referendum question(s) on the ballot for a City Election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information, including wording of the ballot question);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of City electors;
- f) Performing the duties of election superintendent/supervisor and absentee ballot clerk for City Elections, conduct all municipal elections for the City (including, but not limited to, advance voting "in person" at advance voting sites and "by mail" through absentee voting), and performing all functions required of the Superintendent of Elections by law, except qualification of municipal candidates for elections and the performance of Filing Officer functions and fulfillment of ethics reporting requirements required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting City Elections at City polling places on City Election days and for conducting recounts as may be required;
- i) Certifying City Election returns as required by O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City Election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Preparing precinct cards, or in lieu thereof, letters to registered voters confirming their voting precincts and polling places for every City Election: primary, general, and any runoff elections, as well as referendum elections;
- k) Preparing and mailing absentee ballots for voters claiming absentee status; and
- l) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts.

3.2 The City shall be responsible for:

- a) Providing notices to the County as specified in Section 1.2 of this Agreement;
- b) Recommending early voting sites and hours of operation to the County;

- c) Adopting, prior to or contemporaneously with approval of this Agreement, an election ordinance pursuant to O.C.G.A. § 21-2-45(c);
- d) Adopting Calls for City Elections (the "Calls") as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City Elections as required by state law, specifically O.C.G.A. § 21-2-130, *et seq.*, now and as it may be amended hereafter;
- f) Placing advertisements in the City's legal organ regarding Calls, as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- g) Fixing and publishing the qualifying fee as required by O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- h) Collecting and retaining the qualifying fee as required by O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- i) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City Elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;
- j) Not less than 90 days prior to Election Day, verify the accuracy of the voter list(s) for City residents;
- k) Providing the County with a detailed map showing the City's municipal boundaries and voting district boundaries;
- l) Performing all actions related to the issuance of bonds by the City, except for referendum election duties specifically requested of the County and Board as provided herein;
- m) Notifying the County as soon as possible of the need for a Special City Election including election races and/or ballot referendum questions;
- n) Providing the County with the ballot language for any City Election, including election races and/or ballot referendum questions, at least ninety (90) days before Election Day for an election that contains a federal contest and sixty (60) days before Election Day for all other elections;
- o) Providing the County with an electronic copy of each referendum ballot question that must be placed on a ballot;

- p) Providing the County, via electronic mail or facsimile, affidavits and listing of candidates immediately after close of qualifying;
- q) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings/ballot questions; and
- r) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 – COMPENSATION AND CONSIDERATION

4.1 No later than October 1, 2016 and each subsequent October 1st of each year that this Agreement is in effect, the City shall pay to the County Two Thousand Dollars (\$2,000.00) (the “Base Charge”). The Base Charge is intended to defray a portion of the County’s cost in maintaining its election infrastructure, staffing, and capacity to conduct elections on behalf of the City. Such Base Charge shall be payable each year during the term of this Agreement regardless of whether a City Election is held in that year.

4.2 Pursuant to this Agreement and O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, the City shall also pay the County’s and Board’s actual costs in conducting City Elections, plus a 15% administrative fee. Following each City Election, the County shall submit to the City an invoice for such costs and administrative fee, and the City shall pay the amount of such invoice within thirty (30) days of receipt.

ARTICLE 5 – LEGAL RESPONSIBILITIES

5.1 To the extent provided by law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the Board, and County election superintendent/supervisor, or as a result of equipment supplied or provided by the County, the Board, and/or the County election superintendent/supervisor, in connection with any City Election held pursuant to this Agreement. To the extent provided by law, the City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the Board, and the County election superintendent/supervisor, or as a result of equipment supplied or provided by the County, the Board, or the County election superintendent/supervisor, in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney’s fees for the County Attorney or outside counsel and all expenses associated with the

election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.4 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 – EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All City personnel assigned under this Agreement are and will continue to be employees of the City and under supervision of the City.

ARTICLE 7 – RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County and City will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 – E-VERIFY AND TITLE VI

8.1 Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.

ARTICLE 9 – AUTHORIZATION

9.1 Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees

and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

9.2 The Board of Elections and Registration of Greene County, Georgia has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the City Elections.

ARTICLE 10 – TERMINATION AND REMEDIES

10.1 Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever, or for no reason at all, by notice in writing to the other party delivered at least ninety (90) days prior to the effective date of the termination.

10.2 Notwithstanding Paragraph 10.1, the parties recognize that chaos may ensue if this Agreement were terminated during an election year. As a result, if any party elects to terminate this Agreement during a calendar year in which there is a scheduled City Election, the parties agree that said termination shall not be effective until three (3) weeks after the conclusion of the last City Election conducted during that election cycle.

ARTICLE 11 – NOTICES

11.1 All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County or by the County to the City via certified first class U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Greene County Manager
 1034 Silver Drive, Suite 201
 Greensboro GA 30642

If to the City:

With a copy to:

If to the Board: Elections Supervisor
 1034 Silver Drive, Suite 201
 Greensboro, GA 30642

ARTICLE 12 – NON-ASSIGNABILITY

12.1 Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13 – ENTIRE AGREEMENT

13.1 The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement. This Agreement constitutes the entire understanding and agreement among the parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City, County, or Board. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14 – SEVERABILITY, VENUE AND ENFORCEABILITY

14.1 If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision (or portion of the provision) will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision (or portion of the provision) were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Greene County, Georgia, or the U.S. District Court for the Middle District of Georgia – Athens Division, as appropriate. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 15 – BINDING EFFECT

15.1 This Agreement shall inure to the benefit of, and be binding upon, the representative parties' successors.


ARTICLE 16 – COUNTERPARTS

16.1 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the County, Board, and City have executed this Agreement through their duly authorized officers on the day and year first above written.


GREENE COUNTY, GEORGIA


Print: Gary Usry
Title: Chairman, Board of Commissioners


[INSERT COUNTY SEAL]



Attest:



Print: Sylvia Hill
Title: County Clerk

**BOARD OF ELECTIONS AND REGISTRATION
OF GREENE COUNTY, GEORGIA**


Print: Frank Moore
Title: Chairman, Board of Elections and Registration
of Greene County, Georgia

[SEAL]

Attest:


Print: Kathleen Mayers
Title: Elections Supervisor

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF WHITE PLAINS, GEORGIA



Print: Dock SHELWITZ
Title: Mayor

[INSERT CITY SEAL]

Attest:



Print: Amy G. Coleman
Title: City Clerk

Exhibit A

As per the Agreement executed on _____, 2016, the City of _____ hereby requests that Greene County, Georgia conduct its _____ Election on _____ within the boundaries of Greene County.

The last day to register to vote in this election is _____.

The list of early voting locations will be forthcoming.

This _____ day of _____, 2 _____.

Municipal Clerk

[INSERT SEAL]

The Board of Elections and Registration of Greene County, Georgia agrees to conduct the CITY OF _____ Election on _____ and any runoff elections within the boundary of Greene County, Georgia.

This _____ day of _____, 2 _____.

Elections Supervisor
Board of Elections and Registration of Greene County, Georgia



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:GREENE

Service:*Elections - National, State, & Countywide*

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.):**Greene County Board of Elections & Registration**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

This service was not included in the original SDS.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

The Greene County Board of Elections and Registration provides election services countywide for national, state, and countywide elections. The employees of the Office are county employees with direct oversight through the County's administration, and a policy-making and statutory compliance in elections role provided through an appointed Board with one representative appointed by the local Democratic Party, one appointed by the local Republican Party, and the Chairperson appointed by the Board of Commissioners. Funding for the election services for national, state, and countywide elections are derived by Greene County through countywide revenues.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE**

Service: **Emergency Management 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.): **Greene 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>
Greene County	Countywide Revenues/General Fund

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

This service was not included in the original SDS.

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>

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?

Greene County provides emergency management services countywide through the Greene County Emergency Management Agency. The Agency is charged with developing mitigation activities that either prevent the occurrence of an emergency or reduce the community's vulnerability in ways that minimize the adverse impact of a disaster situation or other emergency. The Agency provides emergency response, support, and resources for emergency events of significance throughout Greene County. Greene County utilizes countywide revenues to fund this service.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: GREENE

Service: Emergency Medical 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.): **Greene 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.).

Local Government or Authority	Funding Method
Greene County	User fees, Countywide Revenues/General Funds

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

Greene County provides Emergency Medical Services (ambulance service) as the sole and exclusive countywide emergency Zoned provider under Georgia law (including O.C.G.A. Section 31-11-3). The County owns and maintains all vehicles, equipment, and facilities associated with the service. The service is funded with user charges, supplemented with countywide revenues. The service area is countywide. Under the original SDS, the EMS service was provided by a private contractor.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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:GREENE

Service:Family Violence Center

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.):**Greene County (through vendor Circle of Love, Inc.)**
- 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.).

Local Government or Authority	Funding Method
Greene County	Court Fines

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

Strategy is updated to reflect the role of the Circle of Love, Inc. organization. Family violence services provided by Circle of Love, Inc. as a countywide service include counseling for those subjected to domestic violence. Funding for these services is derived from County Court fines that are statutorily mandated to be used for these services. The fines are paid to the County, then remitted directly to the Circle of Love, Inc.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 07/17/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE



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: GREENE COUNTY

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.):

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.): **City of Greensboro, City of Union Point, City of Woodville, Town of Siloam, Greshamville Fire Department, Liberty Fire Department, Old Salem Fire Department, Walker Church Fire Department, White Plains Fire Department**

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.).

Local Government or Authority	Funding Method
Greene County	Special Service Districts
City of Greensboro	General Funds
City of Union Point	General Funds
City of Woodville	General Funds
Town of Siloam	General Funds
City of White Plains	General Funds

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

Greene County now utilizes Special Service Districts that are coterminous with the fire service areas of fire departments providing services in the unincorporated area of the County. Funding derived by Greene County to pay for fire protection services is only generated from the unincorporated areas. The Cities of Greensboro, Woodville, Union Point, and the Town of Siloam provide fire protection services inside their respective municipal limits, and to an assigned area of unincorporated Greene County. The City of White Plains contracts with the White Plains Volunteer Fire Department, Inc., a private entity, to provide fire protection services inside their municipal limits; the County contracts with the White Plains Volunteer Fire Department, Inc. to provide services to an assigned area of unincorporated Greene County. The County also contracts with the Greshamville Volunteer Fire Department, Inc., the Liberty Fire Department, Inc., the Old Salem Fire Rescue, Inc., and the Walker Church Community Volunteer Firefighter's Association, Inc., all private entities, to provide fire protection services to assigned areas of unincorporated Greene County.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for Fire Protection in Unincorporated Areas	Greene County and Union Point,	10/1/18 for a period of 5 years and renewable annually in years 6 thru 10
	Greene County and Greensboro, Siloam and Woodville	renews annually
	Greene County and private departments: Liberty, Greshamville, Old Salem, Walker Church, White Plains	renews annually

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: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 08/13/2018

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:

RESOLUTION NUMBER 2018.8.7(a)

A RESOLUTION CREATING SPECIAL DISTRICTS FOR THE PROVISION OF FIRE PROTECTION SERVICES IN UNINCORPORATED GREENE COUNTY; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES WITHIN SAID DISTRICTS; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created by county ordinance or resolution, and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of special districts for the provision and funding of fire protection services for the citizens of unincorporated Greene County;

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

1. The Board of Commissioners of Greene County hereby creates nine (9) Fire Protection Special Districts, each such District being comprised of all unincorporated properties lying within the boundaries of the nine (9) respective Unincorporated Fire Protection Districts of Greene County, Georgia, as amended from time to time by the Board of Commissioners. Such Unincorporated Fire Protection Districts are shown on the Unincorporated Fire Protection Special Tax Districts map, which is maintained by Greene County and attached hereto and incorporated herein as Exhibit "A". The nine Fire Protection Special Districts are designated as follows:

Unincorporated Fire Protection Special District 19
Unincorporated Fire Protection Special District 21
Unincorporated Fire Protection Special District 31
Unincorporated Fire Protection Special District 41
Unincorporated Fire Protection Special District 51
Unincorporated Fire Protection Special District 61
Unincorporated Fire Protection Special District 71
Unincorporated Fire Protection Special District 81
Unincorporated Fire Protection Special District 91

Greensboro Unincorporated Area
Union Point Unincorporated Area
Siloam Unincorporated Area
Woodville Unincorporated Area
Greshamville Unincorporated Area
White Plains Unincorporated Area
Liberty Unincorporated Area
Walker Church Unincorporated Area
Old Salem Unincorporated Area

The Board of Commissioners, on an annual basis, shall establish tax millage rates within each Unincorporated Fire Protection Special Tax District that shall be sufficient to fund fire protection services within the Unincorporated Fire Protection Special Tax Districts according to such annual budgets as may be approved by the Board of Commissioners in its discretion.

Any tax levied shall apply to and be assessed against properties within the Unincorporated Fire Protection Special Tax Districts in the same manner as taxes are applied in the County Maintenance and Operations Tax Digest, including any applicable state and local tax exemptions.

4. The Tax Commissioner of Greene County shall be charged with the collection of all taxes levied in the Unincorporated Fire Protection Special Tax Districts, which shall be collected and enforced in the same manner as provided by law for state and county taxes.

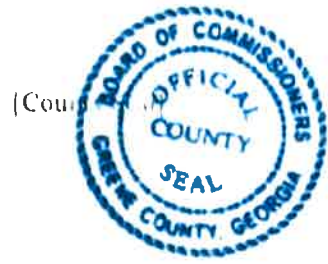
5. Fees, assessments, and/or property taxes levied in the Unincorporated Fire Protection Special Tax Districts shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
6. Prior to submitting an annual budget to the Board of Commissioners, the independent fire departments, which are neither operated by the County nor any municipality, and are further described as the fire departments serving the Greshamville Unincorporated Area, White Plains Unincorporated Area, Liberty Unincorporated Area, Walker Church Unincorporated Area, and Old Salem Unincorporated Area (collectively referred to as the "Independent Fire Departments") shall initiate the following process each year to establish the necessary funding for fire protection services within the Unincorporated Fire Protection Special Tax Districts:
 - a. During June of each year in which a tax is proposed, the requesting Independent Fire Department shall advertise its intent to utilize the special tax district for fire protection services and the scheduling of two (2) public hearings. Such advertisement shall appear in the County legal organ for at least one week and should include a brief description of the primary area served by the department.
 - b. The public hearings shall be held at the respective fire station and a budget supporting the requested funding should be provided. The budget shall clearly indicate the funds expected to be derived by the tax district.
 - c. By June 30th of each year in which the tax is proposed, the Independent Fire Department shall submit the proposed budget along with a summation of the input received during the public hearings to the County Manager.
 - d. The Board of Commissioners will review the budget request, resolve any issues, and upon completion of satisfactory review, shall set the appropriate millage rate for each respective district during the County's budget cycle.
 - e. Any Independent Fire Department utilizing a tax district shall provide an audited financial statement or financial compilation performed by an independent certified public accountant for the year in which tax district proceeds are collected with each subsequent year's request.
7. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON August 7th, 2018

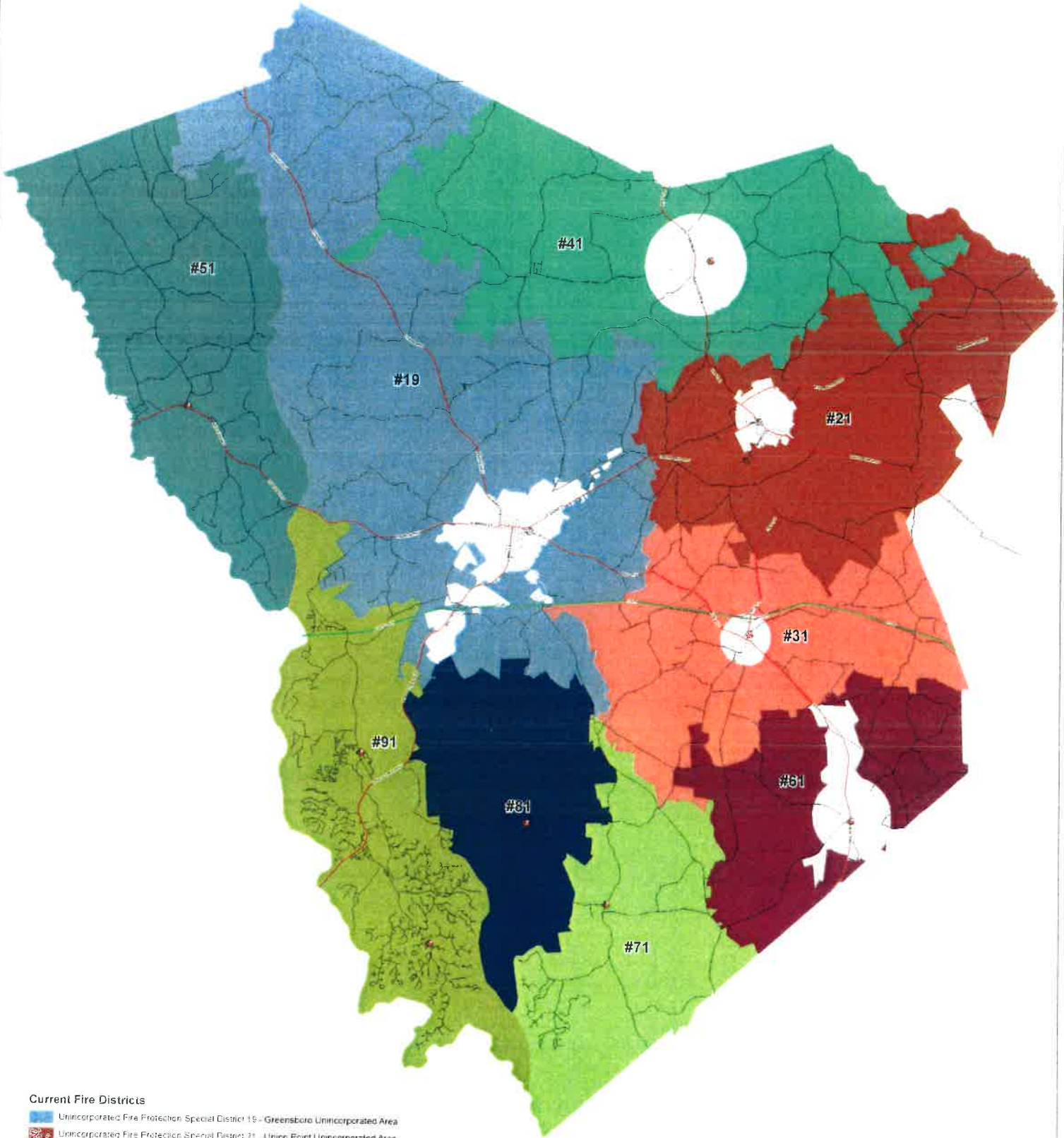
GREENE COUNTY BOARD OF COMMISSIONERS

By 
Gary Ustrv, Chairman

Attest 
Sylvia Y. Hill, County Clerk



Unincorporated Fire Protection Special Districts



Current Fire Districts

- Unincorporated Fire Protection Special District 19 - Greensboro Unincorporated Area
- Unincorporated Fire Protection Special District 21 - Union Point Unincorporated Area
- Unincorporated Fire Protection Special District 31 - Sileam Unincorporated Area
- Unincorporated Fire Protection Special District 41 - Woodville Unincorporated Area
- Unincorporated Fire Protection Special District 51 - Greshamville Unincorporated Area
- Unincorporated Fire Protection Special District 61 - White Plains Unincorporated Area
- Unincorporated Fire Protection Special District 71 - Liberty Unincorporated Area
- Unincorporated Fire Protection Special District 81 - Walker Church Unincorporated Area
- Unincorporated Fire Protection Special District 91 - Old Salem Unincorporated Area

INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF FIRE PROTECTION IN
THE UNINCORPORATED AREAS OF GREENE COUNTY

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 30th day of August, 2018, by and among GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County" or "Greene County") and CITY OF UNION POINT, GEORGIA (hereinafter referenced as the "Municipality").

WITNESSETH:

WHEREAS, the Georgia Constitution authorizes cities and counties to set policies for provision of fire services to its citizens;

WHEREAS, the Georgia Constitution authorizes counties and cities in Georgia to enter into intergovernmental agreements for the purposes of providing joint services;

WHEREAS, O.C.G.A. 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing and implementing its service delivery plan;

WHEREAS, the parties hereto are willing to enter into this Agreement for the provision of fire protection services by the Municipality to the citizens of the unincorporated areas of the County pursuant to the terms of this Agreement, and the County is willing to pay for the expenses associated with the provision and such services to the citizens of the unincorporated areas of Greene County, Georgia (hereinafter "Greene County"); and

WHEREAS, the parties wish to provide for territories which shall be covered by the fire department of the Municipality.

NOW THEREFORE, the parties hereto agree as follows:

1. The parties hereto agree that the Municipality shall provide primary fire protection services for the unincorporated area of Greene County within the corresponding territory for the Municipality as set out on Exhibit "A" attached hereto and incorporated herein by reference.
2. The parties hereto agree that the Municipality shall provide secondary/back up fire protection services for all unincorporated areas of Greene County.
3. Greene County shall pay the Municipality for said fire protection services throughout the maximum term of this Agreement such amounts and at such times as are set forth out on Exhibit "B" hereto and incorporated herein by reference. Such amount shall be derived from property taxes, insurance premium taxes, user fees and assessments levied by the County within a special service district consisting of the unincorporated area receiving fire protection services from Union Point.
4. This Agreement shall run from October 1, 2018, for a maximum ten-year period, through and including September 30, 2028, as provided in this paragraph. For the initial five-year period from October 1, 2018, and ending on September 30, 2023, this Agreement shall not be subject to cancellation by either party. Thereafter, beginning on October 1, 2023, and ending at the latest on September 30, 2028, this Agreement shall be subject to automatic renewal each fiscal year from year to year for up to an additional

five-year period, through and including September 30, 2028, unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties. This Agreement shall terminate at the latest as of September 30, 2028, unless terminated earlier per the terms of this paragraph.

5. This Agreement shall become effective upon authorization and execution by the governing bodies of the Cities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

GREENE COUNTY, GEORGIA

Date

8/30/18


Chairman, Board of Commissioners

Attest:


County Clerk



CITY OF UNION POINT

Date

08-30-2018


Mayor


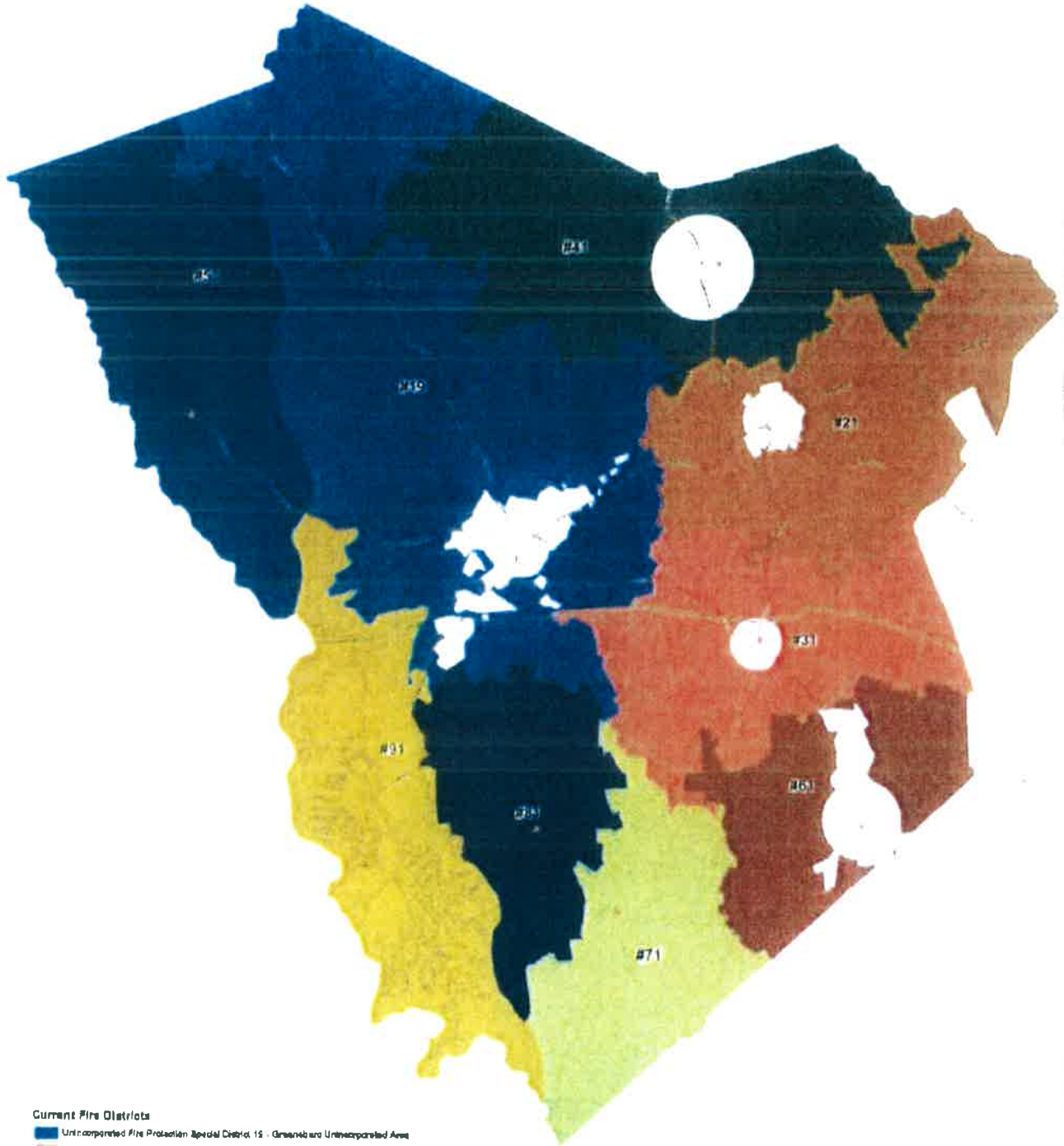

Deputy Clerk 8.30.18



EXHIBIT "A"

SEE ATTACHED MAP

Unincorporated Fire Protection Special Districts



Current Fire Districts

- Unincorporated Fire Protection Special District 15 - Greenfield Unincorporated Area
- Unincorporated Fire Protection Special District 21 - Union Point Unincorporated Area
- Unincorporated Fire Protection Special District 31 - Salem Unincorporated Area
- Unincorporated Fire Protection Special District 41 - Woodville Unincorporated Area
- Unincorporated Fire Protection Special District 51 - Greenhills Unincorporated Area
- Unincorporated Fire Protection Special District 61 - White Plains Unincorporated Area
- Unincorporated Fire Protection Special District 71 - Liberty Unincorporated Area
- Unincorporated Fire Protection Special District 81 - Walker Church Unincorporated Area
- Unincorporated Fire Protection Special District 91 - Old Salem Unincorporated Area

Exhibit "B"

Terms for Payment by the County

Greene County
Fiscal Year 2019
Fire Department Funding

Funding shall be paid in Equal Quarterly Amounts

Union Point - \$24,000

INTERGOVERNMENTAL AGREEMENT FOR THE
PROVISION OF FIRE PROTECTION IN
THE UNINCORPORATED AREAS OF GREENE COUNTY
(Four Originals)

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 24th day of September, 2018, by and among GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County" or "Greene County"), the CITY OF GREENSBORO, GEORGIA, the TOWN OF SILOAM, GEORGIA, and the CITY OF WOODVILLE, GEORGIA (hereinafter collectively referenced as the "Municipalities").

WITNESSETH:

WHEREAS, the Georgia Constitution authorizes cities and counties to set policies for provision of fire services to its citizens;

WHEREAS, the Georgia Constitution authorizes counties and cities in Georgia to enter into intergovernmental agreements for the purposes of providing joint services;

WHEREAS, O.C.G.A. 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public and private entities to assist such municipalities and counties in developing, establishing and implementing its service delivery plan;

WHEREAS, the parties hereto are willing to enter into this Agreement for the provision of fire protection services by the Municipalities to the citizens of the unincorporated areas of the County pursuant to the terms of this Agreement, and the County is willing to pay for the expenses associated with the provision and such services to the citizens of the unincorporated areas of Greene County, Georgia (hereinafter "Greene County"); and

WHEREAS, the parties wish to provide for territories which shall be covered by the respective fire departments of the Municipalities.

NOW THEREFORE, the parties hereto agree as follows:

1. The parties hereto agree that each of the Municipalities shall provide primary fire protection services for the unincorporated area of Greene County within the corresponding territory for each of the Municipalities as set out on Exhibit "A" attached hereto and incorporated herein by reference.
2. The parties hereto agree that each of the Municipalities shall provide secondary/back up fire protection services for all unincorporated areas of Greene County.
3. Greene County shall pay each of the Municipalities for said fire protection services such amounts and at such times as are set forth out on Exhibit "B" hereto and incorporated herein by reference.
4. This Agreement shall be in effect for one (1) year, beginning October 1, 2018, and ending September 30, 2019. This Agreement shall automatically renew for additional one year terms unless terminated by either party hereto. Such termination shall be accomplished by either party providing written notice to the other party no later than ninety (90) days prior to the last date of the then-current term of this Agreement or upon mutual written agreement of the parties.

5. This Agreement shall become effective upon authorization and execution by the governing bodies of the Cities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

GREENE COUNTY, GEORGIA

8-7-18

Date



Chairman, Board of Commissioners

Attest:



County Clerk

TOWN OF SILOAM, GEORGIA

Date

Mayor

CITY OF WOODVILLE, GEORGIA

9-24-18

Date



Mayor

CITY OF GREENSBORO

Date

Mayor

5. This Agreement shall become effective upon authorization and execution by the governing bodies of the Cities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

GREENE COUNTY, GEORGIA

8-7-18
Date

GARY ISZY
Chairman, Board of Commissioners

Attest:

Sylvia Hill
County Clerk

TOWN OF SILOAM, GEORGIA

8/20/2018
Date

Karen S. Hill
Mayor

CITY OF WOODVILLE, GEORGIA

Date

Mayor

CITY OF GREENSBORO

Date

Mayor

5. This Agreement shall become effective upon authorization and execution by the governing bodies of the Cities.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement.

GREENE COUNTY, GEORGIA

Date

Chairman, Board of Commissioners

Attest:

County Clerk

TOWN OF SILOAM, GEORGIA

Date

Mayor

CITY OF WOODVILLE, GEORGIA

Date

Mayor

CITY OF GREENSBORO

09-07-2018

Date

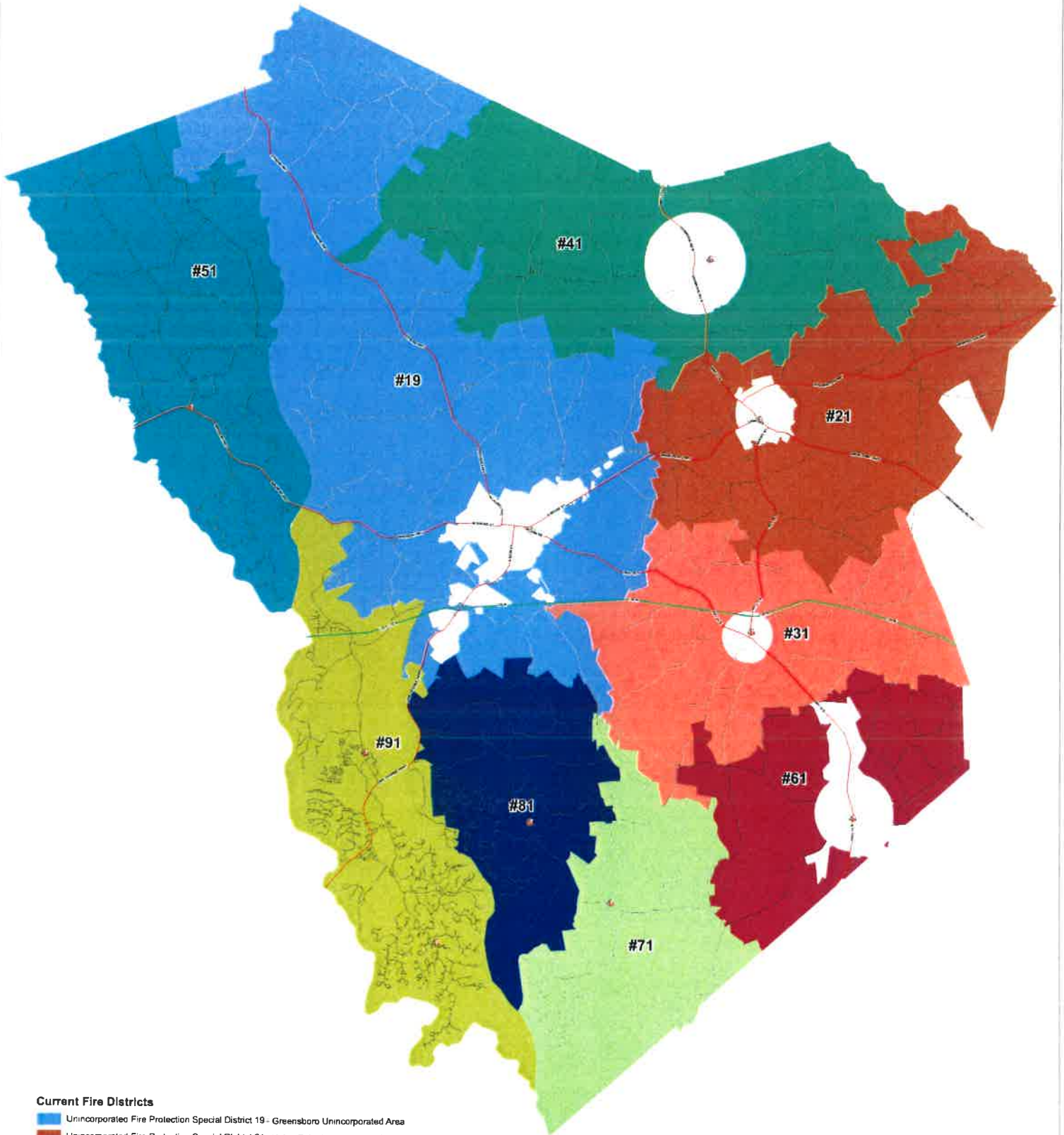


Mayor

EXHIBIT "A"

SEE ATTACHED MAP

Unincorporated Fire Protection Special Districts



Current Fire Districts

- Unincorporated Fire Protection Special District 19 - Greensboro Unincorporated Area
- Unincorporated Fire Protection Special District 21 - Union Point Unincorporated Area
- Unincorporated Fire Protection Special District 31 - Siloam Unincorporated Area
- Unincorporated Fire Protection Special District 41 - Woodville Unincorporated Area
- Unincorporated Fire Protection Special District 51 - Greshamville Unincorporated Area
- Unincorporated Fire Protection Special District 61 - White Plains Unincorporated Area
- Unincorporated Fire Protection Special District 71 - Liberty Unincorporated Area
- Unincorporated Fire Protection Special District 81 - Walker Church Unincorporated Area
- Unincorporated Fire Protection Special District 91 - Old Salem Unincorporated Area

Exhibit "B"

Terms for Payment by the County

Greene County
Fiscal Year 2019
Fire Department Funding

Funding shall be paid in Equal Quarterly Amounts

Greensboro - \$30,000

Siloam - \$24,000

Woodville - \$20,000

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2015
SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR GREENE COUNTY CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT is made and entered this the 30th day of August, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia (the "County"), and the City of Union Point, a municipal corporation of the State of Georgia (the "City").

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or to provide;

WHEREAS, Article IX, Section II, Paragraph III of the Georgia Constitution (the "Supplementary Powers" provision), authorizes counties and municipalities, or any combination thereof, to provide fire protection services;

WHEREAS, O.C.G.A. § 48-8-110, *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purpose of financing capital outlay projects (the "Projects");

WHEREAS, the SPLOST law contemplates that SPLOST funds may be disbursed by way of intergovernmental agreements of a kind that are different than the intergovernmental agreement forming the original basis for the SPLOST referendum (O.C.G.A. § 48-8-115(b)(2)(B)(i));

WHEREAS, O.C.G.A. § 48-8-110(1) defines "capital outlay projects" as "major, permanent, or long-lived improvements or betterments, such as land and structures, such as would be properly chargeable to a capital asset account and as distinguished from current expenditures and ordinary maintenance expenses. Such term shall include, but not be limited to, roads, streets, bridges, police cars, fire trucks, ambulances, garbage trucks, and other major equipment";

WHEREAS, the County has previously entered into an Intergovernmental Agreement with the City of Greensboro regarding the Projects to be funded with the SPLOST (the "Greensboro Agreement"), which Greensboro Agreement is on file with the County Clerk, and attached hereto marked Exhibit "C";

WHEREAS, a one percent SPLOST has been approved and is being collected, and the County wishes to distribute certain proceeds received from such SPLOST to fund certain Projects that will benefit the County pursuant to the terms of this Agreement;

WHEREAS, one such Project, as reflected in the Greensboro Agreement, is the “Fire Protection Facilities and Equipment” project with an estimated project cost of \$2,000,000;

WHEREAS, the County has a total of nine (9) fire departments, one of which is administered by the City, which the County contracts with to provide fire protection services in unincorporated areas of Greene County; and,

WHEREAS, the County desires to enter into the present Agreement for the purpose of (1) distributing proceeds from SPLOST consistent with the SPLOST Resolution and referendum, (2) advancing and funding the Fire Protection Facilities and Equipment project, (3) equipping and funding the City to perform a portion of such Project as authorized by the Georgia Constitution, and (4) otherwise complying with applicable law.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, to include those representations and affirmations set forth in the **WHEREAS** section which are specifically incorporated herein, and for other good and valuable consideration, the County and the City consent and agree as follows:

Section 1. Representations and Mutual Covenants

- A. The County makes the following representations and warranties, which may be relied upon by the City as a basis for entering into this Agreement:
 - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
 - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the County.

- B. The City makes the following representations and warranties which may be specifically relied upon by the County as a basis for entering into this Agreement:
 - (i) The City is a municipal corporation duly created and organized under the Laws of the State of Georgia;
 - (ii) The governing authority of the City is duly authorized to execute, deliver and perform this Agreement;
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the City;
 - (v) The City is located entirely within the geographic boundaries of the special tax district created in the County.

- (vi) The City will continue to provide fire protection services when dispatched by the Greene County Communications Center throughout the unincorporated areas of Greene County for the duration of this Agreement and for a total annual fee of \$24,000 per year to be paid by the County, consistent with that certain Intergovernmental Agreement for Fire Protection Services existing between the City and the County.
- C. It is the intention of the County and the City to comply in all respects with, the Greensboro Agreement and O.C.G.A. § 48-8-110, *et seq.* and all provisions of this Agreement shall be construed pursuant to, and in full compliance with, the Greensboro Agreement and O.C.G.A. § 48-8-110, *et seq.*
- D. The City agrees to promptly proceed with the acquisition, construction, equipping and installation of the projects specified in Exhibit "A" (attached and incorporated herein) of this Agreement and in accordance with the proceeds disbursement schedule specified in Exhibit "B" (attached and incorporated herein) and in further conformance with those priorities that may otherwise be established under this Agreement or otherwise by any of the respective parties hereto. The City agrees that the amounts reflected in Exhibit "A" represents the full amount of SPLOST proceeds to which it may receive under this Agreement. No representation, warranty, or obligation set forth in this Agreement shall entitle the City to additional funds from the County except those funds as are expressly set forth herein.
- E. The County and the City agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership within ten (10) years of the SPLOST expiration, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).
- F. The County and the City agree to maintain thorough and accurate records concerning expenditures of SPLOST proceeds for each project undertaken by the County related to the City. A schedule shall be included in each annual audit of the County which shows for the Project: the original estimated cost, the current estimated cost (if different from the original estimated cost), amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole.

Section 2. Conditions Precedent

The obligations of the County and the City pursuant to this Agreement are conditioned upon the collection of SPLOST revenues by the State Department of Revenue and the remittance of such revenues to the County.

Section 3. Term of the Tax

The SPLOST shall continue in effect until the Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution and shall terminate when the Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and all funds collected therefrom have been distributed and all payments on the Debt (hereinafter defined) have been made. In no event shall the term of this Agreement exceed fifty (50) years.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account has been created by the County and designated as the "SPLOST VI Account." The County has or shall select a depository and custodian of the SPLOST VI Account upon such terms and conditions as may be acceptable to the County.
- B. The City shall create a special fund to be designated as the "City SPLOST Account." The City shall select a depository and custodian of the SPLOST proceeds received from the County upon such terms, and conditions as may be acceptable to the City.
- C. All SPLOST proceeds shall be maintained by the County and the City in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or City and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of SPLOST Proceeds

- A. Based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.
- B. Upon the County's receipt of SPLOST proceeds collected and remitted by the State Department of Revenue, the County shall immediately deposit said proceeds into its SPLOST VI Account. Only following deposit of the SPLOST proceeds into the

County's SPLOST VI Account, and only upon receipt by the County of invoices submitted by the City showing proper and authorized expenditures under this Agreement, shall the County disburse the SPLOST proceeds to reimburse the City in accordance with the schedule in Exhibit "B."

Section 7. Projects

All of the County's capital outlay projects related to City that are to be funded in whole or in part from SPLOST proceeds pursuant to this Agreement are listed in Exhibit "A."

Section 8. Priority and Order of Project Funding

Within each year, the County shall apply its portion of the proceeds of the Sales Tax first to pay the semiannual interest requirements and annual principal requirements next coming due on Debt (as defined in the Greensboro Agreement) and second to fund County Projects (also defined in the Greensboro Agreement), which County Projects include but are not limited to the project(s) related to City. With respect to funding the County Projects, the County shall have the discretion to fund the projects consistent with the SPLOST law in any order and by any level of priority that it deems appropriate either by Resolution or other lawful official action.

Section 9. Completion of Projects

- A The County and City acknowledge that the costs shown for each project described in Exhibit "A" are combined estimates of the actual cost of the projects identified therein.
- B If any County capital outlay project related to the City is satisfactorily completed at a cost less than the allocation of SPLOST proceeds identified for that project in Exhibit "A," the County may apply the remaining unexpended funds to any other County Project identified in the Greensboro Agreement or, in the event that all County Projects are fully funded, the County may apply any excess funds to any lawful use including but not limited to those uses set forth in O.C.G.A. § 48-8-121(g)(2).

Section 10. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a project listed in Exhibit "A" is completed, the City shall file with the County a Certificate of Completion signed by the mayor or chief elected official of the City, setting forth the date on which the project was completed, and the final cost of the project. A failure to file this certificate of completion by the City shall not render any disbursement hereunder, any project completed with funds derived under this Agreement or the collection of SPLOST proceeds generally, to be illegitimate, unlawful or improper. The County remedy for a failure to so file shall be via written demand and, if no certificate is thereafter filed, to bring an action for specific performance or mandamus to compel such filing.

Section 11. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement.

Section 12. Audits

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and the City fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121(a)(2). The County and the City receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. The City shall provide the County with a copy of the audit of the distribution and use of the SPLOST proceeds by the City.

Section 13 The Debt

- A. Certain Debt, as defined in the Greensboro Agreement, was or shall be issued by the County. The County may use the proceeds of the Debt for the purpose of funding a portion of the County Projects, paying capitalized interest (if any), and paying the cost of issuing the Debt.
- B. The County shall pay the Debt as provided in the Greensboro Agreement.
- C. If for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officer of the County is hereby authorized and directed to set up as an appropriation on its account in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general fund. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the County had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the County shall immediately make such Debt Service Payment to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.
- D. The obligation of the County to make the Debt Service Payment and to perform and observe the other agreements on its part contained in this Section shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the County (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, (c) will not terminate this Agreement for any cause, including without limiting the generality of the foregoing, failure to complete any County Project, a

defect in any County Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

- E. The County shall be responsible for all aspects of the Debt issuance and repayment process. The City is not issuing any bonds or other indebtedness associated with this SPLOST Agreement.

Section 14. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, or via overnight commercial carrier, as follows:

Greene County

Chairman, Greene County Board of Commissioners
Greene County Government Office
1034 Silver Drive
Greensboro, GA 30642

City of Union Point

City of Union Point
c/o Mayor, Union Point
P.O. Box 233
Union Point, GA 30669

Section 15. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to distribution and use of certain proceeds from the SPLOST, as such proceeds are specified above. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST proceeds.

Section 16. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

Section 17. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 18. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 19. Compliance with Law

The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 20. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 21. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 22. Mediation

The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

(signature page follows)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

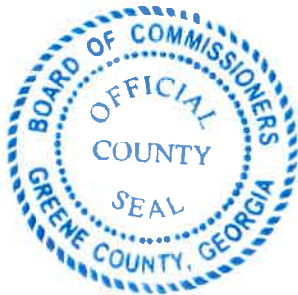
Signature: *Gary Usry*

Print: *GARY USRY*
Title: Chairman

Attest:

Signature: *Sylvia V. Hill*

Print: *Sylvia V. Hill*
Title: County Clerk



(Insert County Seal)

CITY OF UNION POINT

Signature: *Lanier Rhodes*

Print: *Lanier Rhodes*
Title: Mayor

Attest:

Signature: *Sheifa Jordan*

Print: *Sheifa Jordan*
Title: City Clerk



(Insert City Seal)

Exhibit A

PROJECT PROVISIONS

Conditioned upon the County receiving sufficient SPLOST proceeds to cover any Debt service and pay for any other SPLOST Project otherwise described in the Greensboro Agreement, and conditioned upon all terms and conditions of this Agreement otherwise being met, the City and the County agree that the County shall utilize SPLOST proceeds to reimburse certain County-approved expenditures related to the following County capital outlay projects:

In re County Project: Fire Protection Facilities and Equipment

**Acquisition of facilities and capital equipment
for the City's Fire Department \$250,000.00**

The completion of the above-described Project shall represent partial completion of the County Project identified in the Greensboro Agreement and described as "Fire Protection Facilities and Equipment."

Exhibit B

DISBURSEMENT FORMULA

The City and the County agree to the following disbursement formula:

- a. All SPLOST proceeds received by the County shall, after payment of any Debt as set forth above, be disbursed by the County based on a formula determined by the County to any other recipient of County SPLOST proceeds (having entered into this or a similar agreement to receive such reimbursement), until such time as the City receives its entire allotment of SPLOST proceeds, at which time the City shall no longer receive any further distribution, allocation or reimbursement.
- b. The County's Project related to the City must be completed in advance of six months prior to the end of the Term of the corresponding SPLOST VI. Any funds designated towards the County's Project related to the City shall thereafter be considered excess funds which shall be retained exclusively and solely by the County for such use as is provided by law or such use as is otherwise required under the Greensboro Agreement.
- c. After the City has received its maximum reimbursement of SPLOST proceeds in accordance with this Agreement, all remaining SPLOST proceeds, including any and all excess funds, shall be retained exclusively and solely by the County for such use as is provided by law or such use as is otherwise required under the Greensboro Agreement.

EXHIBIT C
GREENSBORO AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is dated as of July 1, 2013, and is by and between GREENE COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County") and the CITY OF GREENSBORO, a municipal corporation of the State of Georgia (the "City")

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution (the "Intergovernmental Contracts Clause") authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.* as amended (the "Sales and Use Tax Act") to levy and collect a one percent sale and use tax (the "Sales and Use Tax") for the purpose of funding capital outlay projects (the "Projects") and paying existing general obligation debt; and

WHEREAS, the Sales and Use Tax Act authorizes the County and the City to enter into an "intergovernmental agreement" (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the City are entering into this Agreement in order to identify the Projects that will be funded with the Sales and Use Tax;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City DO HEREBY AGREE, as follows:

ARTICLE I

EFFECTIVE DATE

This Agreement shall become effective upon its execution and shall continue in effect until the Sales and Use Tax terminates in accordance with the Sales and Use Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement. In the event the referendum is not passed by the voters, this Agreement shall terminate.

ARTICLE 2

REPRESENTATIONS

The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

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

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or to the knowledge of the City threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act. The City contains no less than 50% of the aggregate municipal population located within the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the

County is authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

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

(d) There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

ARTICLE 3

PROJECT PROVISIONS

The City and the County agree as follows:

(a) The Projects shall consist of "County Projects" and "City Projects." The County Projects, the City Projects and their estimated costs (including interest on any general obligation debt issued to fund such Projects) are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Roads, Streets, Bridges and Sidewalks	\$11,380,000
Fire Protection Facilities and Equipment	2,000,000
Administrative Facilities and Equipment	500,000
Economic Development Facilities and Projects	1,000,000
Public Safety Facilities	1,000,000
Public Safety Equipment	1,500,000

<u>City Projects</u>	<u>Estimated Costs</u>
Roads, Streets, Bridges and Sidewalks	\$3,550,000
Public Safety Facilities and Equipment	100,000
Water, Sewer and Stormwater Facilities and Equipment	100,000
Administrative Facilities and Equipment	425,000
Blight Abatement	425,000
Cultural Facilities and Equipment	20,000

(b) The County shall own and operate the County Projects. The City shall own and operate the City Projects.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. The City shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the City Projects.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. The City shall supervise or cause the supervision of the acquisition, construction and equipping of the City Projects.

(e) The County and the City intend to fund all the Projects set forth above. However, the County and the City may reallocate funds among Projects and may elect not to fund a Project in accordance with Georgia laws.

ARTICLE 4

CALLING REFERENDUM: COLLECTION TERM

(a) The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 5th day of November, 2013, or on such other date as the County and the City shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not (a) the Sales and Use Tax shall be imposed for 24 calendar quarters (six years) for the purpose of funding the Project; and (b) up to \$8,000,000 in aggregate principal amount of general obligation debt of the County (the "Debt") may be issued in order to fund in whole or in part the County Projects, capitalized interest on the Debt and the costs of issuing the Debt. The County shall pay all costs relating to the referendum.

(b) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

ARTICLE 5.

DIVISION AND DISTRIBUTION OF SALES AND USE TAX; DEBT

(a) The County shall receive 76% of the Sales and Use Tax proceeds (the "County's Portion"), and the City shall receive 21% of the Sales and Use Tax proceeds (the "City's Portion") each year. The County may fund the County Projects in any order or priority it may deem necessary or convenient, and the City may fund the City Projects in any order or priority it may deem necessary or convenient.

(b) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "Sales Tax Account"). The County shall remit the City's Portion of the Sales and Use Tax collections to the City once each month within 10 days of the County's receipt thereof. The City shall create and maintain a separate account for the receipt and disbursement of the City's Portion of the Sales and Use Tax proceeds (the "City Account"). The Sales Tax Account and the City Account shall be used exclusively for the purposes in this Agreement.

(c) The County shall establish a 12-month period as the "Sinking Fund Year" for the Debt and shall create a debt service account to pay the principal of and interest on the Debt (the "Debt Service Account"). Within each Sinking Fund Year, the County's Portion of the Sales and Use Tax collections shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay all principal and interest due and payable on the Debt for such Sinking Fund Year.

(d) The Debt shall be paid first from the County's Sales and Use Tax proceeds. In the event that there are insufficient proceeds to pay the Debt, the County shall pay any shortfall (the "Debt Service Payments"). The County covenants that it will exercise its power of taxation to the extent necessary to make the Debt Service Payments, and that it will make available and use for such Debt Service Payments all taxes levied and collected for that purpose together with funds received from any other source. The County further covenants and agrees that in order to make funds available for such purpose, it will in its general revenue appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided to include sums sufficient to timely satisfy such Debt Service Payments that may be required to be made from its general fund until all payments so required to be made shall have been made in full. The obligation of the County to make the Debt Service Payments shall constitute a general obligation of the County and a pledge of the full faith and credit of the County.

ARTICLE 6.

RECORD KEEPING

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts. The City shall have the right to review and be provided copies of all such records upon request to the County.

(b) The County and the City shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that the City does not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance. In the event that the County does not comply with the requirements of this paragraph, the City shall not be held liable in any manner for such noncompliance.

ARTICLE 7

MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-1 *et seq.*, as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

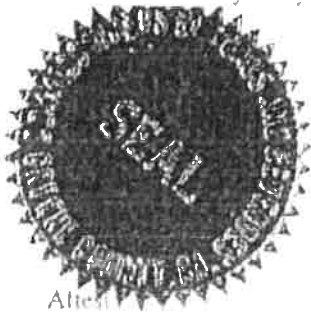
(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no wise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the City with respect to distribution and use of the Sales and Use Tax proceeds.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals a o day and year first above written



Attest

GREENE COUNTY GEORGIA

By

Chairman

A handwritten signature in cursive script, likely belonging to the Chairman of Green County, Georgia.

Symon Idill
Clerk

CITY OF GREEENSBORO, GEORGIA

(SEAL)

Y
B Mayor



Attest,



Clerk

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into this 19 day of October, 2017, between Greene County through the Greene County Board of Commissioners (hereinafter referred to as "County") and the Old Salem Fire Rescue Dept with an address of 4720 Carey Station Rd, Georgia 30642 (hereinafter referred to as "Fire Department").

WHEREAS, pursuant to Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia (1983), County is authorized to enter into a contract with a fire department and fund same in the manner provided for in this Contract;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish firefighting services and the general power and authority of the County through its governing authority to provide fire protection for its inhabitants and owners of property within the unincorporated portions of the County, the parties hereto mutually contract and agree as follows:

1. Services. County does hereby authorize, retain, and appoint Fire Department as its service provider in fact and further does hereby contract for fire protection services to be performed by the Fire Department and provided on behalf of the County in regard to primary fire protection services within the unincorporated portions of the Fire Department's designated fire protection district as defined in the County's E-911 System, as well as secondary fire protection services as necessary throughout the County (hereinafter collectively referred to as "Services"). Said Services shall be provided in accordance with applicable Georgia Law, as authorized by Georgia Law to include, but not be limited to, Title 25, and as hereinafter set forth. Fire Department is authorized and able to provide the Services by virtue of the power the State of Georgia, through the Georgia Firefighter Standards and Training Council, has invested in it pursuant to O.C.G.A. § 25-3-22.

Except as prescribed in "Exhibit A" (attached hereto and incorporated herein), the Fire Department shall provide the Services as follows:

- a) Fire Department shall use its own means and methods, which shall not be subject to control, direction or supervision by the County;

- b) All firefighting equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Fire Department at its sole cost and expense;
- c) All persons engaged in fighting fires pursuant to the provisions of the Agreement shall be subject to the exclusive control and direction and supervision of the Fire Department; and
- d) The County shall not have any right, power, or responsibility with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in firefighting services or activities in the performance of the obligations imposed by this Agreement upon the Fire Department in furnishing the Services to the County for the benefit of its residents and property owners.

2. Non-Discrimination. Fire Department agrees that a material part of this Agreement is its promise to provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Accordingly, Fire Department covenants that it shall so provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Additionally, in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Fire Department agrees that, during performance of this Agreement, Fire Department will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

3. Tax District Funding. Provided that the Fire Department provides Services as specified herein, County and Fire Department agree that the funding each year for Services shall be through a Special Tax District that consists of the primary service area of the Fire Department. The County further agrees to provide property, liability, and worker's compensation insurance coverage for volunteer members of fire departments through the Association County Commissioners of Georgia (ACCG) in normal and customary amounts to provide coverage to the Fire Department while in the performance of its duties. Failure on the part of the Fire Department to comply with the necessary steps outlined in "Exhibit A" for the Tax District Funding shall prohibit the use of the Tax District for the current year.

4. Specified Requirements. County has established requirements that must be followed by the Fire Department as outlined in "Exhibit A".

5. Withdrawal and Termination. County or Fire Department may withdraw and terminate this Agreement upon ninety (90) day written notice upon the occurrence of any of the following:

- a) County fails to provide funding as specified herein;
- b) Fire Department fails to comply with the provisions specified herein, or incorporated by reference herein;
- c) Fire Department fails to provide Services contemplated herein including those enumerated in "Exhibit A";
- d) Fire Department fails to cooperate with County on any material matter when requested by County to do so;
- e) Fire Department takes actions in conflict with provisions herein including those enumerated in "Exhibit A"; or
- f) Fire Department loses its certification pursuant to O.C.G.A. § 25-3-25.

If this agreement is terminated by either party, any unspent portion of the funding allocation, if already paid to the Fire Department, will be refunded to the County. Such demand for payment shall be submitted by the County to the Chairman of the Fire Department and must be paid within thirty days (30). Failure to make refund payment as prescribed shall prohibit the Fire Department from receiving the Special Tax District funding for the subsequent year.

The Fire Department's written notice of termination shall be sent via certified or registered mail to the Greene County Manager. The County's written notice of termination shall be sent via certified or registered mail to the person then occupying the Office of Fire Chief.

6. Term. Unless terminated earlier consistent with the terms of this Agreement, the effective term of this Agreement shall run from October 1, 2017 to September 30, 2018.

7. Employment of Unauthorized Aliens.

The Fire Department agrees that it will comply with all relevant provisions of O.C.G.A. § 13-10-91 regarding employment of unauthorized aliens, including the affidavit requirements thereof.

Notwithstanding the above, if the Fire Department has no employees, the Fire Department agrees that, upon request from the County, it will comply with the requirements of O.C.G.A. § 13-10-91(b)(5), including by providing a copy of the driver's license of the person occupying the office Fire Chief for the Fire Department.

8. Miscellaneous.

- a) This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter, and no other promise, statement, or agreement shall be binding between the parties unless in writing and signed by the parties hereto.
- b) This Agreement shall be binding upon the parties and their successors, assigns, representatives, and heirs.
- c) This Agreement shall be interpreted and enforced under the laws of the State of Georgia.
- d) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, said provision shall not affect any other provision of this Agreement, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- e) Nothing contained herein waives, or shall be construed to waive, any immunities of the County or the officials, officers, or employees thereof.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written.

GREENE COUNTY, by and through its
Board of Commissioners


Chairman

FIRE DEPARTMENT, by and through its
Board of Directors


President


Fire Chief

Exhibit A (Page 1 of 2)
Requirements for Fire Protection Services (Effective Upon Execution)

In order for a non-municipal fire department to receive public funds, the following guidelines must be met in advance:

1. The fire department must be legally recognized as an established entity in accordance with Georgia Law by being established as an incorporated entity having legal status as an organization.
2. Have issued and maintain a Certificate of Compliance from the Georgia Firefighters Standards & Training Council.

Tax District Funding

Private, independent fire departments not operated by a municipality, shall initiate the following process each year to establish the funding through a special tax district:

1. During June of each year in which a tax is proposed, the requesting department shall advertise the intent to utilize the special tax district for fire protection services and the scheduling of two (2) public hearings. Such advertisement shall appear in the *Herald Journal* for at least one week and should include a brief description of the primary area served by the department.
2. The public hearings shall be held at the respective fire station and a budget supporting the requested funding should be provided. The budget shall clearly indicate the funds expected to be derived by the tax district.
3. By June 30th of each year in which the tax is proposed, the department shall submit the proposed budget along with a summation of the input received during the public hearings to the County Manager.
4. The Board of Commissioners will review the budget request, resolve any issues, and upon completion of satisfactory review, shall set the appropriate millage rate for each respective district during the County's budget cycle.
5. The Tax Commissioner shall submit the proceeds from each of the districts to the respective fire department provided that a current contract is in place. In the absence of a current, executed contract, the Tax Commissioner shall submit the proceeds from any such tax district directly to the County.
6. Any department utilizing a tax district shall provide an audited financial statement or financial compilation performed by an independent certified public accountant for the year in which tax district proceeds are collected with each subsequent year's request.

Fire Department Services (to include, but not limited to)

1. Fire suppression, fire safety education, EMS support activities through an organized First Responder Program, activities encouraged by the Insurance Services Office (ISO) to improve Fire Department capabilities for Public Protection Class reduction except where such may conflict with prohibited actions detailed herein, and fire department training activities.
2. Review, execute as appropriate, and process supporting documentation when requested to do so by the County when such documentation relies upon the fire department having jurisdiction over their respective area for fire department services as specified herein. In such instances, the respective fire department serves as the fire department providing services to the specified area, and the local fire official is the Fire Chief when fire protection services specified herein are considered (the Greene County "Fire Code Official" is the Greene County Building Official).

Specific Prohibited Conduct, Actions, and Activities of the Fire Department

Individuals acting under the auspices of any of the private, non-profit fire departments are prohibited from:

1. Enforcing, evaluating, interpreting, and/or applying the State's Minimum Technical Codes in Greene County in any external manner whatsoever. (The private, non-profit fire departments have no authority or role in regulatory, compliance, and/or enforcement of the State's Minimum Technical Codes. Greene County, as the local governing authority, has sole local governance over the State's Minimum Technical Codes and will manage the enforcement, evaluation, interpretation, and application of such without interference from the non-profit, private fire departments).
2. Threatening or attempting to shut down any business establishment operating in Greene County or attempt to require a "fire watch." (Instead, the Greene County Manager should be contacted on any relevant matter to engage the appropriate officials at the County and/or State level based on the County's review, evaluation and discretion).
3. Engaging the State Fire Marshal's Office on any matter involving the State's Minimum Technical Codes in Greene County including, but not limited to, enforcement, evaluation, interpretation, and/or application. (Instead, the Greene County Manager, who shall serve as the official Greene County liaison to the State Fire Marshal's Office, shall be contacted on any such matter that requires the attention of the State Fire Marshall's Office).

Exhibit A (Page 2 of 2)

4. Utilizing or being issued a take-home vehicle unless their residence is within the fire district or within ten (10) miles of the respective fire district boundary, but in no event shall a take-home vehicle be authorized for use when the user's residence is not located within Greene County. (Given the County's operational Policy regarding take-home vehicles, the extension of this provision is imbedded with the fiscal accountability standards believed necessary and prudent to protect the interests of the taxpayers).

Specific Provisions Regarding Paid Staff for Combination and/or Career Fire Departments

1. A fire department operating as a combination or career fire department agrees to comply with all applicable Federal and State Immigration Compliance requirements.
2. A fire department operating as a combination or career fire department agrees to comply with all Federal and State Labor Laws including the Fair Labor Standards Act.
3. A fire department operating as a combination or career fire department that provides compensation for personnel must maintain documentation of hours worked for all personnel.
4. A fire department operating as a combination or career fire department agrees to provide Annual Leave, Sick Leave, and Holiday Pay to full-time paid employees in amounts not to exceed the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners, with any such accrual of leave and use of such leave being maintained and recorded in personnel records.
5. A fire department operating as a combination or career fire department agrees to comply with the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners that prohibits the extension of Annual Leave, Sick Leave, and Holiday Pay to part-time paid employees.
6. Acknowledging that paid employees of the Fire Department are not answerable to existing County Policies and Procedures, administrative oversight, and other legal requirements under which the County operates and complies with, a fire department operating as a combination or career fire department agrees to obtain Property and Liability Insurance in appropriate coverage amounts, and agrees to hold harmless and indemnify the County in any suit arising out of the operations of the Fire Department.

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into this 1st day of October, 2017, between Greene County through the Greene County Board of Commissioners (hereinafter referred to as "County") and the Walker Church Community Volunteer Firefighter's Association, Inc., with an address of 4370 Walker Church Road, Greensboro, Georgia 30642 (hereinafter referred to as "Fire Department").

WHEREAS, pursuant to Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia (1983), County is authorized to enter into a contract with a fire department and fund same in the manner provided for in this Contract;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish firefighting services and the general power and authority of the County through its governing authority to provide fire protection for its inhabitants and owners of property within the unincorporated portions of the County, the parties hereto mutually contract and agree as follows:

1. Services. County does hereby authorize, retain, and appoint Fire Department as its service provider in fact and further does hereby contract for fire protection services to be performed by the Fire Department and provided on behalf of the County in regard to primary fire protection services within the unincorporated portions of the Fire Department's designated fire protection district as defined in the County's E-911 System, as well as secondary fire protection services as necessary throughout the County (hereinafter collectively referred to as "Services"). Said Services shall be provided in accordance with applicable Georgia Law, as authorized by Georgia Law to include, but not be limited to, Title 25, and as hereinafter set forth. Fire Department is authorized and able to provide the Services by virtue of the power the State of Georgia, through the Georgia Firefighter Standards and Training Council, has invested in it pursuant to O.C.G.A. § 25-3-22.

Except as prescribed in "Exhibit A" (attached hereto and incorporated herein), the Fire Department shall provide the Services as follows:

- a) Fire Department shall use its own means and methods, which shall not be subject to control, direction or supervision by the County;

- b) All firefighting equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Fire Department at its sole cost and expense;
- c) All persons engaged in fighting fires pursuant to the provisions of the Agreement shall be subject to the exclusive control and direction and supervision of the Fire Department; and
- d) The County shall not have any right, power, or responsibility with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in firefighting services or activities in the performance of the obligations imposed by this Agreement upon the Fire Department in furnishing the Services to the County for the benefit of its residents and property owners.

2. Non-Discrimination. Fire Department agrees that a material part of this Agreement is its promise to provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Accordingly, Fire Department covenants that it shall so provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Additionally, in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Fire Department agrees that, during performance of this Agreement, Fire Department will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

3. Tax District Funding. Provided that the Fire Department provides Services as specified herein, County and Fire Department agree that the funding each year for Services shall be through a Special Tax District that consists of the primary service area of the Fire Department. The County further agrees to provide property, liability, and worker's compensation insurance coverage for volunteer members of fire departments through the Association County Commissioners of Georgia (ACCG) in normal and customary amounts to provide coverage to the Fire Department while in the performance of its duties. Failure on the part of the Fire Department to comply with the necessary steps outlined in "Exhibit A" for the Tax District Funding shall prohibit the use of the Tax District for the current year.

4. Specified Requirements. County has established requirements that must be followed by the Fire Department as outlined in “Exhibit A”.

5. Withdrawal and Termination. County or Fire Department may withdraw and terminate this Agreement upon ninety (90) day written notice upon the occurrence of any of the following:

- a) County fails to provide funding as specified herein;
- b) Fire Department fails to comply with the provisions specified herein, or incorporated by reference herein;
- c) Fire Department fails to provide Services contemplated herein including those enumerated in “Exhibit A”;
- d) Fire Department fails to cooperate with County on any material matter when requested by County to do so;
- e) Fire Department takes actions in conflict with provisions herein including those enumerated in “Exhibit A”; or
- f) Fire Department loses its certification pursuant to O.C.G.A. § 25-3-25.

If this agreement is terminated by either party, any unspent portion of the funding allocation, if already paid to the Fire Department, will be refunded to the County. Such demand for payment shall be submitted by the County to the Chairman of the Fire Department and must be paid within thirty days (30). Failure to make refund payment as prescribed shall prohibit the Fire Department from receiving the Special Tax District funding for the subsequent year.

The Fire Department’s written notice of termination shall be sent via certified or registered mail to the Greene County Manager. The County’s written notice of termination shall be sent via certified or registered mail to the person then occupying the Office of Fire Chief.

6. Term. Unless terminated earlier consistent with the terms of this Agreement, the effective term of this Agreement shall run from October 1, 2017 to September 30, 2018.

7. Employment of Unauthorized Aliens.

The Fire Department agrees that it will comply with all relevant provisions of O.C.G.A. § 13-10-91 regarding employment of unauthorized aliens, including the affidavit requirements thereof.


Notwithstanding the above, if the Fire Department has no employees, the Fire Department agrees that, upon request from the County, it will comply with the requirements of O.C.G.A. § 13-10-91(b)(5), including by providing a copy of the driver's license of the person occupying the office Fire Chief for the Fire Department.

8. Miscellaneous.

- a) This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter, and no other promise, statement, or agreement shall be binding between the parties unless in writing and signed by the parties hereto.
- b) This Agreement shall be binding upon the parties and their successors, assigns, representatives, and heirs.
- c) This Agreement shall be interpreted and enforced under the laws of the State of Georgia.
- d) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, said provision shall not affect any other provision of this Agreement, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- e) Nothing contained herein waives, or shall be construed to waive, any immunities of the County or the officials, officers, or employees thereof.


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written.

GREENE COUNTY, by and through its
Board of Commissioners



Gary Usry, Chairman

FIRE DEPARTMENT, by and through its
Board of Directors



Ed Simms, President



Byron Lombard, Fire Chief

Exhibit A (Page 1 of 2)
Requirements for Fire Protection Services (Effective Upon Execution)

In order for a non-municipal fire department to receive public funds, the following guidelines must be met in advance:

1. The fire department must be legally recognized as an established entity in accordance with Georgia Law by being established as an incorporated entity having legal status as an organization.
2. Have issued and maintain a Certificate of Compliance from the Georgia Firefighters Standards & Training Council.

Tax District Funding

Private, independent fire departments not operated by a municipality, shall initiate the following process each year to establish the funding through a special tax district:

1. During June of each year in which a tax is proposed, the requesting department shall advertise the intent to utilize the special tax district for fire protection services and the scheduling of two (2) public hearings. Such advertisement shall appear in the *Herald Journal* for at least one week and should include a brief description of the primary area served by the department.
2. The public hearings shall be held at the respective fire station and a budget supporting the requested funding should be provided. The budget shall clearly indicate the funds expected to be derived by the tax district.
3. By June 30th of each year in which the tax is proposed, the department shall submit the proposed budget along with a summation of the input received during the public hearings to the County Manager.
4. The Board of Commissioners will review the budget request, resolve any issues, and upon completion of satisfactory review, shall set the appropriate millage rate for each respective district during the County's budget cycle.
5. The Tax Commissioner shall submit the proceeds from each of the districts to the respective fire department provided that a current contract is in place. In the absence of a current, executed contract, the Tax Commissioner shall submit the proceeds from any such tax district directly to the County.
6. Any department utilizing a tax district shall provide an audited financial statement or financial compilation performed by an independent certified public accountant for the year in which tax district proceeds are collected with each subsequent year's request.

Fire Department Services (to include, but not limited to)

1. Fire suppression, fire safety education, EMS support activities through an organized First Responder Program, activities encouraged by the Insurance Services Office (ISO) to improve Fire Department capabilities for Public Protection Class reduction except where such may conflict with prohibited actions detailed herein, and fire department training activities.
2. Review, execute as appropriate, and process supporting documentation when requested to do so by the County when such documentation relies upon the fire department having jurisdiction over their respective area for fire department services as specified herein. In such instances, the respective fire department serves as the fire department providing services to the specified area, and the local fire official is the Fire Chief when fire protection services specified herein are considered (the Greene County "Fire Code Official" is the Greene County Building Official).

Specific Prohibited Conduct, Actions, and Activities of the Fire Department

Individuals acting under the auspices of any of the private, non-profit fire departments are prohibited from:

1. Enforcing, evaluating, interpreting, and/or applying the State's Minimum Technical Codes in Greene County in any external manner whatsoever. (The private, non-profit fire departments have no authority or role in regulatory, compliance, and/or enforcement of the State's Minimum Technical Codes. Greene County, as the local governing authority, has sole local governance over the State's Minimum Technical Codes and will manage the enforcement, evaluation, interpretation, and application of such without interference from the non-profit, private fire departments).
2. Threatening or attempting to shut down any business establishment operating in Greene County or attempt to require a "fire watch." (Instead, the Greene County Manager should be contacted on any relevant matter to engage the appropriate officials at the County and/or State level based on the County's review, evaluation and discretion).
3. Engaging the State Fire Marshal's Office on any matter involving the State's Minimum Technical Codes in Greene County including, but not limited to, enforcement, evaluation, interpretation, and/or application. (Instead, the Greene County Manager, who shall serve as the official Greene County liaison to the State Fire Marshal's Office, shall be contacted on any such matter that requires the attention of the State Fire Marshall's Office).

Exhibit A (Page 2 of 2)

4. Utilizing or being issued a take-home vehicle unless their residence is within the fire district or within ten (10) miles of the respective fire district boundary, but in no event shall a take-home vehicle be authorized for use when the user's residence is not located within Greene County. (Given the County's operational Policy regarding take-home vehicles, the extension of this provision is imbedded with the fiscal accountability standards believed necessary and prudent to protect the interests of the taxpayers).

Specific Provisions Regarding Paid Staff for Combination and/or Career Fire Departments

1. A fire department operating as a combination or career fire department agrees to comply with all applicable Federal and State Immigration Compliance requirements.
2. A fire department operating as a combination or career fire department agrees to comply with all Federal and State Labor Laws including the Fair Labor Standards Act.
3. A fire department operating as a combination or career fire department that provides compensation for personnel must maintain documentation of hours worked for all personnel.
4. A fire department operating as a combination or career fire department agrees to provide Annual Leave, Sick Leave, and Holiday Pay to full-time paid employees in amounts not to exceed the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners, with any such accrual of leave and use of such leave being maintained and recorded in personnel records.
5. A fire department operating as a combination or career fire department agrees to comply with the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners that prohibits the extension of Annual Leave, Sick Leave, and Holiday Pay to part-time paid employees.
6. Acknowledging that paid employees of the Fire Department are not answerable to existing County Policies and Procedures, administrative oversight, and other legal requirements under which the County operates and complies with, a fire department operating as a combination or career fire department agrees to obtain Property and Liability Insurance in appropriate coverage amounts, and agrees to hold harmless and indemnify the County in any suit arising out of the operations of the Fire Department.

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into this 27 day of March, 2017, between Greene County through the Greene County Board of Commissioners (hereinafter referred to as "County") and the White Plains Volunteer Fire Department, Inc., with an address of P.O. Box 70, White Plains, GA, 30678-0070 (hereinafter referred to as "Fire Department").

WHEREAS, pursuant to Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia (1983), County is authorized to enter into a contract with a fire department and fund same in the manner provided for in this Contract;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish firefighting services and the general power and authority of the County through its governing authority to provide fire protection for its inhabitants and owners of property within the unincorporated portions of the County, the parties hereto mutually contract and agree as follows:

1. Services. County does hereby authorize, retain, and appoint Fire Department as its service provider in fact and further does hereby contract for fire protection services to be performed by the Fire Department and provided on behalf of the County in regard to primary fire protection services within the unincorporated portions of the Fire Department's designated fire protection district as defined in the County's E-911 System, as well as secondary fire protection services as necessary throughout the County (hereinafter collectively referred to as "Services"). Said Services shall be provided in accordance with applicable Georgia Law, as authorized by Georgia Law to include, but not be limited to, Title 25, and as hereinafter set forth. Fire Department is authorized and able to provide the Services by virtue of the power the State of Georgia, through the Georgia Firefighter Standards and Training Council, has invested in it pursuant to O.C.G.A. § 25-3-22.

Except as prescribed in "Exhibit A" (attached hereto and incorporated herein), the Fire Department shall provide the Services as follows:

- a) Fire Department shall use its own means and methods, which shall not be subject to control, direction or supervision by the County;

- b) All firefighting equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Fire Department at its sole cost and expense;
- c) All persons engaged in fighting fires pursuant to the provisions of the Agreement shall be subject to the exclusive control and direction and supervision of the Fire Department; and
- d) The County shall not have any right, power, or responsibility with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in firefighting services or activities in the performance of the obligations imposed by this Agreement upon the Fire Department in furnishing the Services to the County for the benefit of its residents and property owners.

2. Non-Discrimination. Fire Department agrees that a material part of this Agreement is its promise to provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Accordingly, Fire Department covenants that it shall so provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Additionally, in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Fire Department agrees that, during performance of this Agreement, Fire Department will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

3. SPLOST Funding and Insurance Coverage. Provided that the Fire Department provides Services as specified herein, County and Fire Department agree that the funding for capital improvements shall be made through the SPLOST VI Fund up to \$250,000.00 during the SPLOST VI term provided that the Fire Department continues to provide services each year of the SPLOST. Upon approval and execution of this Agreement, accrued SPLOST funds shall be available to the Fire Department and payable after submitting a qualifying invoice. SPLOST funds shall be remitted directly to the Fire Department.

The County further agrees to provide property, liability, and worker's compensation insurance coverage for members of volunteer fire departments through the Association County Commissioners of

Georgia (ACCG) in normal and customary amounts to provide coverage to the Fire Department while in the performance of its duties while serving in the unincorporated areas of Greene County.

4. Specified Requirements. County has established requirements that must be followed by the Fire Department as outlined in “Exhibit A”.

5. Withdrawal and Termination. County or Fire Department may withdraw and terminate this Agreement upon ninety (90) day written notice upon the occurrence of any of the following:

- a) County fails to provide funding as specified herein;
- b) Fire Department fails to comply with the provisions specified herein, or incorporated by reference herein;
- c) Fire Department fails to provide Services contemplated herein including those enumerated in “Exhibit A”;
- d) Fire Department fails to cooperate with County on any material matter when requested by County to do so;
- e) Fire Department takes actions in conflict with provisions herein including those enumerated in “Exhibit A”; or
- f) Fire Department loses its certification pursuant to O.C.G.A. § 25-3-25.

If this agreement is terminated by either party, any unspent portion of the funding allocation, if already paid to the Fire Department, will be refunded to the County. Such demand for payment shall be submitted by the County to the Chairman of the Fire Department and must be paid within thirty days (30).

The Fire Department’s written notice of termination shall be sent via certified or registered mail to the Greene County Manager. The County’s written notice of termination shall be sent via certified or registered mail to the person then occupying the Office of Fire Chief.

6. Term. Unless terminated earlier consistent with the terms of this Agreement, the effective term of this Agreement shall run from October 1, 2016 to September 30, 2017.

7. Employment of Unauthorized Aliens.

The Fire Department agrees that it will comply with all relevant provisions of O.C.G.A. § 13-10-91 regarding employment of unauthorized aliens, including the affidavit requirements thereof.

Notwithstanding the above, if the Fire Department has no employees, the Fire Department agrees that, upon request from the County, it will comply with the requirements of O.C.G.A. § 13-10-91(b)(5), including by providing a copy of the driver's license of the person occupying the office Fire Chief for the Fire Department.

8. Miscellaneous.

- a) This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter, and no other promise, statement, or agreement shall be binding between the parties unless in writing and signed by the parties hereto.
- b) This Agreement shall be binding upon the parties and their successors, assigns, representatives, and heirs.
- c) This Agreement shall be interpreted and enforced under the laws of the State of Georgia.
- d) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, said provision shall not affect any other provision of this Agreement, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- e) Nothing contained herein waives, or shall be construed to waive, any immunities of the County or the officials, officers, or employees thereof.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written.

GREENE COUNTY, by and through its
Board of Commissioners


Chairman

4/11/2017

FIRE DEPARTMENT, by and through its
Board of Directors

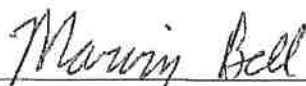
President

Fire Chief

Exhibit A (Page 1 of 2)
Requirements for Fire Protection Services (Effective Upon Execution)

In order for a non-municipal fire department to receive public funds, the following guidelines must be met in advance:

1. The fire department must be legally recognized as an established entity in accordance with Georgia Law by being established as an incorporated entity having legal status as an organization.
2. Have issued and maintain a Certificate of Compliance from the Georgia Firefighters Standards & Training Council.

Tax District Funding

Private, independent fire departments not operated by a municipality, shall initiate the following process each year to establish the funding through a special tax district:

1. During June of each year in which a tax is proposed, the requesting department shall advertise the intent to utilize the special tax district for fire protection services and the scheduling of two (2) public hearings. Such advertisement shall appear in the *Herald Journal* for at least one week and should include a brief description of the primary area served by the department.
2. The public hearings shall be held at the respective fire station and a budget supporting the requested funding should be provided. The budget shall clearly indicate the funds expected to be derived by the tax district.
3. By June 30th of each year in which the tax is proposed, the department shall submit the proposed budget along with a summation of the input received during the public hearings to the County Manager.
4. The Board of Commissioners will review the budget request, resolve any issues, and upon completion of satisfactory review, shall set the appropriate millage rate for each respective district during the County's budget cycle.
5. The Tax Commissioner shall submit the proceeds from each of the districts to the respective fire department provided that a current contract is in place. In the absence of a current, executed contract, the Tax Commissioner shall submit the proceeds from any such tax district directly to the County.
6. Any department utilizing a tax district shall provide an audited financial statement or financial compilation performed by an independent certified public accountant for the year in which tax district proceeds are collected with each subsequent year's request.

Fire Department Services (to include, but not limited to)

1. Fire suppression, fire safety education, EMS support activities through an organized First Responder Program, activities encouraged by the Insurance Services Office (ISO) to improve Fire Department capabilities for Public Protection Class reduction except where such may conflict with prohibited actions detailed herein, and fire department training activities.
2. Review, execute as appropriate, and process supporting documentation when requested to do so by the County when such documentation relies upon the fire department having jurisdiction over their respective area for fire department services as specified herein. In such instances, the respective fire department serves as the fire department providing services to the specified area, and the local fire official is the Fire Chief when fire protection services specified herein are considered (the Greene County "Fire Code Official" is the Greene County Building Official).

Specific Prohibited Conduct, Actions, and Activities of the Fire Department

Individuals acting under the auspices of any of the private, non-profit fire departments are prohibited from:

1. Enforcing, evaluating, interpreting, and/or applying the State's Minimum Technical Codes in Greene County in any external manner whatsoever. (The private, non-profit fire departments have no authority or role in regulatory, compliance, and/or enforcement of the State's Minimum Technical Codes. Greene County, as the local governing authority, has sole local governance over the State's Minimum Technical Codes and will manage the enforcement, evaluation, interpretation, and application of such without interference from the non-profit, private fire departments).
2. Threatening or attempting to shut down any business establishment operating in Greene County or attempt to require a "fire watch." (Instead, the Greene County Manager should be contacted on any relevant matter to engage the appropriate officials at the County and/or State level based on the County's review, evaluation and discretion).
3. Engaging the State Fire Marshal's Office on any matter involving the State's Minimum Technical Codes in Greene County including, but not limited to, enforcement, evaluation, interpretation, and/or application. (Instead, the Greene County Manager, who shall serve as the official Greene County liaison to the State Fire Marshal's Office, shall be contacted on any such matter that requires the attention of the State Fire Marshal's Office).

Exhibit A (Page 2 of 2)

4. Utilizing or being issued a take-home vehicle unless their residence is within the fire district or within ten (10) miles of the respective fire district boundary, but in no event shall a take-home vehicle be authorized for use when the user's residence is not located within Greene County. (Given the County's operational Policy regarding take-home vehicles, the extension of this provision is imbedded with the fiscal accountability standards believed necessary and prudent to protect the interests of the taxpayers).

Specific Provisions Regarding Paid Staff for Combination and/or Career Fire Departments

1. A fire department operating as a combination or career fire department agrees to comply with all applicable Federal and State Immigration Compliance requirements.
2. A fire department operating as a combination or career fire department agrees to comply with all Federal and State Labor Laws including the Fair Labor Standards Act.
3. A fire department operating as a combination or career fire department that provides compensation for the Fire Chief shall comply with the following provisions:
 - a) Unless the Fire Chief commits full-time hours to the position following a regular Monday through Friday, 8am to 5pm normal business hours schedule, the total compensation paid in any form to the individual serving as Fire Chief shall not exceed \$35,000.00 annually, and shall be paid based on actual hours worked at a rate not to exceed \$25.00 per hour and documented by time sheet records that would reflect actual working hours that occur during normal business hours.
 - b) In the event the Fire Chief serves in a full-time capacity following a regular Monday through Friday, 8am to 5pm normal business hours schedule, the total compensation paid in any form to the individual serving as Fire Chief shall not exceed \$52,000.00 annually, and shall be paid based on actual hours worked at a rate not to exceed \$25.00 per hour and documented by time sheet records that would reflect actual working hours that occur during normal business hours.
 - c) Recognizing that fire training and calls for service should inherently include the Fire Chief when possible, such hours should be reflected on time sheets and permissible even though falling outside the normal business hours, provided however, that compensation for such hours shall be managed such that the compensation limits included in "a)" and "b)" of this section appearing above are not exceeded.
4. A fire department operating as a combination or career fire department agrees to provide Annual Leave, Sick Leave, and Holiday Pay to full-time paid employees in amounts not to exceed the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners, with any such accrual of leave and use of such leave being maintained and recorded in personnel records.
5. A fire department operating as a combination or career fire department agrees to comply with the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners that prohibits the extension of Annual Leave, Sick Leave, and Holiday Pay to part-time paid employees.
6. Acknowledging that paid employees of the Fire Department are not answerable to existing County Policies and Procedures, administrative oversight, and other legal requirements under which the County operates and complies with, a fire department operating as a combination or career fire department agrees to obtain Property and Liability Insurance in appropriate coverage amounts, and agrees to hold harmless and indemnify the County in any suit arising out of the operations of the Fire Department.

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into this 17 day of October, 2017, between Greene County through the Greene County Board of Commissioners (hereinafter referred to as "County") and the Greshamville Vol. Fire Dept., with an address of 1021 Farmington Rd , Madison, Georgia 30642 (hereinafter referred to as "Fire Department").

WHEREAS, pursuant to Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia (1983), County is authorized to enter into a contract with a fire department and fund same in the manner provided for in this Contract;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish firefighting services and the general power and authority of the County through its governing authority to provide fire protection for its inhabitants and owners of property within the unincorporated portions of the County, the parties hereto mutually contract and agree as follows:

1. Services. County does hereby authorize, retain, and appoint Fire Department as its service provider in fact and further does hereby contract for fire protection services to be performed by the Fire Department and provided on behalf of the County in regard to primary fire protection services within the unincorporated portions of the Fire Department's designated fire protection district as defined in the County's E-911 System, as well as secondary fire protection services as necessary throughout the County (hereinafter collectively referred to as "Services"). Said Services shall be provided in accordance with applicable Georgia Law, as authorized by Georgia Law to include, but not be limited to, Title 25, and as hereinafter set forth. Fire Department is authorized and able to provide the Services by virtue of the power the State of Georgia, through the Georgia Firefighter Standards and Training Council, has invested in it pursuant to O.C.G.A. § 25-3-22.

Except as prescribed in "Exhibit A" (attached hereto and incorporated herein), the Fire Department shall provide the Services as follows:

- a) Fire Department shall use its own means and methods, which shall not be subject to control, direction or supervision by the County;

- b) All firefighting equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Fire Department at its sole cost and expense;
- c) All persons engaged in fighting fires pursuant to the provisions of the Agreement shall be subject to the exclusive control and direction and supervision of the Fire Department; and
- d) The County shall not have any right, power, or responsibility with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in firefighting services or activities in the performance of the obligations imposed by this Agreement upon the Fire Department in furnishing the Services to the County for the benefit of its residents and property owners.

2. Non-Discrimination. Fire Department agrees that a material part of this Agreement is its promise to provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Accordingly, Fire Department covenants that it shall so provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Additionally, in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Fire Department agrees that, during performance of this Agreement, Fire Department will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

3. Tax District Funding. Provided that the Fire Department provides Services as specified herein, County and Fire Department agree that the funding each year for Services shall be through a Special Tax District that consists of the primary service area of the Fire Department. The County further agrees to provide property, liability, and worker's compensation insurance coverage for volunteer members of fire departments through the Association County Commissioners of Georgia (ACCG) in normal and customary amounts to provide coverage to the Fire Department while in the performance of its duties. Failure on the part of the Fire Department to comply with the necessary steps outlined in "Exhibit A" for the Tax District Funding shall prohibit the use of the Tax District for the current year.

4. Specified Requirements. County has established requirements that must be followed by the Fire Department as outlined in "Exhibit A".

5. Withdrawal and Termination. County or Fire Department may withdraw and terminate this Agreement upon ninety (90) day written notice upon the occurrence of any of the following:

- a) County fails to provide funding as specified herein;
- b) Fire Department fails to comply with the provisions specified herein, or incorporated by reference herein;
- c) Fire Department fails to provide Services contemplated herein including those enumerated in "Exhibit A";
- d) Fire Department fails to cooperate with County on any material matter when requested by County to do so;
- e) Fire Department takes actions in conflict with provisions herein including those enumerated in "Exhibit A"; or
- f) Fire Department loses its certification pursuant to O.C.G.A. § 25-3-25.

If this agreement is terminated by either party, any unspent portion of the funding allocation, if already paid to the Fire Department, will be refunded to the County. Such demand for payment shall be submitted by the County to the Chairman of the Fire Department and must be paid within thirty days (30). Failure to make refund payment as prescribed shall prohibit the Fire Department from receiving the Special Tax District funding for the subsequent year.

The Fire Department's written notice of termination shall be sent via certified or registered mail to the Greene County Manager. The County's written notice of termination shall be sent via certified or registered mail to the person then occupying the Office of Fire Chief.

6. Term. Unless terminated earlier consistent with the terms of this Agreement, the effective term of this Agreement shall run from October 1, 2017 to September 30, 2018.

7. Employment of Unauthorized Aliens.

The Fire Department agrees that it will comply with all relevant provisions of O.C.G.A. § 13-10-91 regarding employment of unauthorized aliens, including the affidavit requirements thereof.

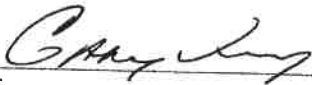
Notwithstanding the above, if the Fire Department has no employees, the Fire Department agrees that, upon request from the County, it will comply with the requirements of O.C.G.A. § 13-10-91(b)(5), including by providing a copy of the driver's license of the person occupying the office Fire Chief for the Fire Department.

8. Miscellaneous.

- a) This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter, and no other promise, statement, or agreement shall be binding between the parties unless in writing and signed by the parties hereto.
- b) This Agreement shall be binding upon the parties and their successors, assigns, representatives, and heirs.
- c) This Agreement shall be interpreted and enforced under the laws of the State of Georgia.
- d) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, said provision shall not affect any other provision of this Agreement, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- e) Nothing contained herein waives, or shall be construed to waive, any immunities of the County or the officials, officers, or employees thereof.


IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written.

GREENE COUNTY, by and through its
Board of Commissioners




Chairman

FIRE DEPARTMENT, by and through its
Board of Directors



President



Fire Chief

Exhibit A (Page 1 of 2)
Requirements for Fire Protection Services (Effective Upon Execution)

In order for a non-municipal fire department to receive public funds, the following guidelines must be met in advance:

1. The fire department must be legally recognized as an established entity in accordance with Georgia Law by being established as an incorporated entity having legal status as an organization.
2. Have issued and maintain a Certificate of Compliance from the Georgia Firefighters Standards & Training Council.

Tax District Funding

Private, independent fire departments not operated by a municipality, shall initiate the following process each year to establish the funding through a special tax district:

1. During June of each year in which a tax is proposed, the requesting department shall advertise the intent to utilize the special tax district for fire protection services and the scheduling of two (2) public hearings. Such advertisement shall appear in the *Herald Journal* for at least one week and should include a brief description of the primary area served by the department.
2. The public hearings shall be held at the respective fire station and a budget supporting the requested funding should be provided. The budget shall clearly indicate the funds expected to be derived by the tax district.
3. By June 30th of each year in which the tax is proposed, the department shall submit the proposed budget along with a summation of the input received during the public hearings to the County Manager.
4. The Board of Commissioners will review the budget request, resolve any issues, and upon completion of satisfactory review, shall set the appropriate millage rate for each respective district during the County's budget cycle.
5. The Tax Commissioner shall submit the proceeds from each of the districts to the respective fire department provided that a current contract is in place. In the absence of a current, executed contract, the Tax Commissioner shall submit the proceeds from any such tax district directly to the County.
6. Any department utilizing a tax district shall provide an audited financial statement or financial compilation performed by an independent certified public accountant for the year in which tax district proceeds are collected with each subsequent year's request.

Fire Department Services (to include, but not limited to)

1. Fire suppression, fire safety education, EMS support activities through an organized First Responder Program, activities encouraged by the Insurance Services Office (ISO) to improve Fire Department capabilities for Public Protection Class reduction except where such may conflict with prohibited actions detailed herein, and fire department training activities.
2. Review, execute as appropriate, and process supporting documentation when requested to do so by the County when such documentation relies upon the fire department having jurisdiction over their respective area for fire department services as specified herein. In such instances, the respective fire department serves as the fire department providing services to the specified area, and the local fire official is the Fire Chief when fire protection services specified herein are considered (the Greene County "Fire Code Official" is the Greene County Building Official).

Specific Prohibited Conduct, Actions, and Activities of the Fire Department

Individuals acting under the auspices of any of the private, non-profit fire departments are prohibited from:

1. Enforcing, evaluating, interpreting, and/or applying the State's Minimum Technical Codes in Greene County in any external manner whatsoever. (The private, non-profit fire departments have no authority or role in regulatory, compliance, and/or enforcement of the State's Minimum Technical Codes. Greene County, as the local governing authority, has sole local governance over the State's Minimum Technical Codes and will manage the enforcement, evaluation, interpretation, and application of such without interference from the non-profit, private fire departments).
2. Threatening or attempting to shut down any business establishment operating in Greene County or attempt to require a "fire watch." (Instead, the Greene County Manager should be contacted on any relevant matter to engage the appropriate officials at the County and/or State level based on the County's review, evaluation and discretion).
3. Engaging the State Fire Marshal's Office on any matter involving the State's Minimum Technical Codes in Greene County including, but not limited to, enforcement, evaluation, interpretation, and/or application. (Instead, the Greene County Manager, who shall serve as the official Greene County liaison to the State Fire Marshal's Office, shall be contacted on any such matter that requires the attention of the State Fire Marshall's Office).

Exhibit A (Page 2 of 2)

4. Utilizing or being issued a take-home vehicle unless their residence is within the fire district or within ten (10) miles of the respective fire district boundary, but in no event shall a take-home vehicle be authorized for use when the user's residence is not located within Greene County. (Given the County's operational Policy regarding take-home vehicles, the extension of this provision is imbedded with the fiscal accountability standards believed necessary and prudent to protect the interests of the taxpayers).

Specific Provisions Regarding Paid Staff for Combination and/or Career Fire Departments

1. A fire department operating as a combination or career fire department agrees to comply with all applicable Federal and State Immigration Compliance requirements.
2. A fire department operating as a combination or career fire department agrees to comply with all Federal and State Labor Laws including the Fair Labor Standards Act.
3. A fire department operating as a combination or career fire department that provides compensation for personnel must maintain documentation of hours worked for all personnel.
4. A fire department operating as a combination or career fire department agrees to provide Annual Leave, Sick Leave, and Holiday Pay to full-time paid employees in amounts not to exceed the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners, with any such accrual of leave and use of such leave being maintained and recorded in personnel records.
5. A fire department operating as a combination or career fire department agrees to comply with the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners that prohibits the extension of Annual Leave, Sick Leave, and Holiday Pay to part-time paid employees.
6. Acknowledging that paid employees of the Fire Department are not answerable to existing County Policies and Procedures, administrative oversight, and other legal requirements under which the County operates and complies with, a fire department operating as a combination or career fire department agrees to obtain Property and Liability Insurance in appropriate coverage amounts, and agrees to hold harmless and indemnify the County in any suit arising out of the operations of the Fire Department.

AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into this 17th day of October, 2017, between Greene County through the Greene County Board of Commissioners (hereinafter referred to as "County") and the Liberty Fire Department, with an address of 2931 Liberty Church Rd, White Plains, Georgia 30678 (hereinafter referred to as "Fire Department").

WHEREAS, pursuant to Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia (1983), County is authorized to enter into a contract with a fire department and fund same in the manner provided for in this Contract;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish firefighting services and the general power and authority of the County through its governing authority to provide fire protection for its inhabitants and owners of property within the unincorporated portions of the County, the parties hereto mutually contract and agree as follows:

1. Services. County does hereby authorize, retain, and appoint Fire Department as its service provider in fact and further does hereby contract for fire protection services to be performed by the Fire Department and provided on behalf of the County in regard to primary fire protection services within the unincorporated portions of the Fire Department's designated fire protection district as defined in the County's E-911 System, as well as secondary fire protection services as necessary throughout the County (hereinafter collectively referred to as "Services"). Said Services shall be provided in accordance with applicable Georgia Law, as authorized by Georgia Law to include, but not be limited to, Title 25, and as hereinafter set forth. Fire Department is authorized and able to provide the Services by virtue of the power the State of Georgia, through the Georgia Firefighter Standards and Training Council, has invested in it pursuant to O.C.G.A. § 25-3-22.

Except as prescribed in "Exhibit A" (attached hereto and incorporated herein), the Fire Department shall provide the Services as follows:

- a) Fire Department shall use its own means and methods, which shall not be subject to control, direction or supervision by the County;

- b) All firefighting equipment and personnel necessary and proper for the performance of this Agreement shall be provided by the Fire Department at its sole cost and expense;
- c) All persons engaged in fighting fires pursuant to the provisions of the Agreement shall be subject to the exclusive control and direction and supervision of the Fire Department; and
- d) The County shall not have any right, power, or responsibility with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in firefighting services or activities in the performance of the obligations imposed by this Agreement upon the Fire Department in furnishing the Services to the County for the benefit of its residents and property owners.

2. Non-Discrimination. Fire Department agrees that a material part of this Agreement is its promise to provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Accordingly, Fire Department covenants that it shall so provide equal, fair and non-discriminatory protection and service to all citizens in all parts of the designated fire protection district. Additionally, in accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Fire Department agrees that, during performance of this Agreement, Fire Department will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

3. Tax District Funding. Provided that the Fire Department provides Services as specified herein, County and Fire Department agree that the funding each year for Services shall be through a Special Tax District that consists of the primary service area of the Fire Department. The County further agrees to provide property, liability, and worker's compensation insurance coverage for volunteer members of fire departments through the Association County Commissioners of Georgia (ACCG) in normal and customary amounts to provide coverage to the Fire Department while in the performance of its duties. Failure on the part of the Fire Department to comply with the necessary steps outlined in "Exhibit A" for the Tax District Funding shall prohibit the use of the Tax District for the current year.

4. Specified Requirements. County has established requirements that must be followed by the Fire Department as outlined in “Exhibit A”.

5. Withdrawal and Termination. County or Fire Department may withdraw and terminate this Agreement upon ninety (90) day written notice upon the occurrence of any of the following:

- a) County fails to provide funding as specified herein;
- b) Fire Department fails to comply with the provisions specified herein, or incorporated by reference herein;
- c) Fire Department fails to provide Services contemplated herein including those enumerated in “Exhibit A”;
- d) Fire Department fails to cooperate with County on any material matter when requested by County to do so;
- e) Fire Department takes actions in conflict with provisions herein including those enumerated in “Exhibit A”; or
- f) Fire Department loses its certification pursuant to O.C.G.A. § 25-3-25.

If this agreement is terminated by either party, any unspent portion of the funding allocation, if already paid to the Fire Department, will be refunded to the County. Such demand for payment shall be submitted by the County to the Chairman of the Fire Department and must be paid within thirty days (30). Failure to make refund payment as prescribed shall prohibit the Fire Department from receiving the Special Tax District funding for the subsequent year.

The Fire Department’s written notice of termination shall be sent via certified or registered mail to the Greene County Manager. The County’s written notice of termination shall be sent via certified or registered mail to the person then occupying the Office of Fire Chief.

6. Term. Unless terminated earlier consistent with the terms of this Agreement, the effective term of this Agreement shall run from October 1, 2017 to September 30, 2018.

7. Employment of Unauthorized Aliens.

The Fire Department agrees that it will comply with all relevant provisions of O.C.G.A. § 13-10-91 regarding employment of unauthorized aliens, including the affidavit requirements thereof.

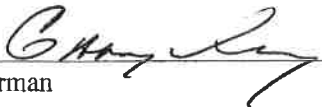
Notwithstanding the above, if the Fire Department has no employees, the Fire Department agrees that, upon request from the County, it will comply with the requirements of O.C.G.A. § 13-10-91(b)(5), including by providing a copy of the driver's license of the person occupying the office Fire Chief for the Fire Department.

8. Miscellaneous.

- a) This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter, and no other promise, statement, or agreement shall be binding between the parties unless in writing and signed by the parties hereto.
- b) This Agreement shall be binding upon the parties and their successors, assigns, representatives, and heirs.
- c) This Agreement shall be interpreted and enforced under the laws of the State of Georgia.
- d) In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable, said provision shall not affect any other provision of this Agreement, and the remainder of this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- e) Nothing contained herein waives, or shall be construed to waive, any immunities of the County or the officials, officers, or employees thereof.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals the day and year first above written.

GREENE COUNTY, by and through its
Board of Commissioners


Chairman

FIRE DEPARTMENT, by and through its
Board of Directors


President


Fire Chief

Exhibit A (Page 1 of 2)
Requirements for Fire Protection Services (Effective Upon Execution)

In order for a non-municipal fire department to receive public funds, the following guidelines must be met in advance:

1. The fire department must be legally recognized as an established entity in accordance with Georgia Law by being established as an incorporated entity having legal status as an organization.
2. Have issued and maintain a Certificate of Compliance from the Georgia Firefighters Standards & Training Council.

Tax District Funding

Private, independent fire departments not operated by a municipality, shall initiate the following process each year to establish the funding through a special tax district:

1. During June of each year in which a tax is proposed, the requesting department shall advertise the intent to utilize the special tax district for fire protection services and the scheduling of two (2) public hearings. Such advertisement shall appear in the *Herald Journal* for at least one week and should include a brief description of the primary area served by the department.
2. The public hearings shall be held at the respective fire station and a budget supporting the requested funding should be provided. The budget shall clearly indicate the funds expected to be derived by the tax district.
3. By June 30th of each year in which the tax is proposed, the department shall submit the proposed budget along with a summation of the input received during the public hearings to the County Manager.
4. The Board of Commissioners will review the budget request, resolve any issues, and upon completion of satisfactory review, shall set the appropriate millage rate for each respective district during the County's budget cycle.
5. The Tax Commissioner shall submit the proceeds from each of the districts to the respective fire department provided that a current contract is in place. In the absence of a current, executed contract, the Tax Commissioner shall submit the proceeds from any such tax district directly to the County.
6. Any department utilizing a tax district shall provide an audited financial statement or financial compilation performed by an independent certified public accountant for the year in which tax district proceeds are collected with each subsequent year's request.

Fire Department Services (to include, but not limited to)

1. Fire suppression, fire safety education, EMS support activities through an organized First Responder Program, activities encouraged by the Insurance Services Office (ISO) to improve Fire Department capabilities for Public Protection Class reduction except where such may conflict with prohibited actions detailed herein, and fire department training activities.
2. Review, execute as appropriate, and process supporting documentation when requested to do so by the County when such documentation relies upon the fire department having jurisdiction over their respective area for fire department services as specified herein. In such instances, the respective fire department serves as the fire department providing services to the specified area, and the local fire official is the Fire Chief when fire protection services specified herein are considered (the Greene County "Fire Code Official" is the Greene County Building Official).

Specific Prohibited Conduct, Actions, and Activities of the Fire Department

Individuals acting under the auspices of any of the private, non-profit fire departments are prohibited from:

1. Enforcing, evaluating, interpreting, and/or applying the State's Minimum Technical Codes in Greene County in any external manner whatsoever. (The private, non-profit fire departments have no authority or role in regulatory, compliance, and/or enforcement of the State's Minimum Technical Codes. Greene County, as the local governing authority, has sole local governance over the State's Minimum Technical Codes and will manage the enforcement, evaluation, interpretation, and application of such without interference from the non-profit, private fire departments).
2. Threatening or attempting to shut down any business establishment operating in Greene County or attempt to require a "fire watch." (Instead, the Greene County Manager should be contacted on any relevant matter to engage the appropriate officials at the County and/or State level based on the County's review, evaluation and discretion).
3. Engaging the State Fire Marshal's Office on any matter involving the State's Minimum Technical Codes in Greene County including, but not limited to, enforcement, evaluation, interpretation, and/or application. (Instead, the Greene County Manager, who shall serve as the official Greene County liaison to the State Fire Marshal's Office, shall be contacted on any such matter that requires the attention of the State Fire Marshall's Office).

Exhibit A (Page 2 of 2)

4. Utilizing or being issued a take-home vehicle unless their residence is within the fire district or within ten (10) miles of the respective fire district boundary, but in no event shall a take-home vehicle be authorized for use when the user's residence is not located within Greene County. (Given the County's operational Policy regarding take-home vehicles, the extension of this provision is imbedded with the fiscal accountability standards believed necessary and prudent to protect the interests of the taxpayers).

Specific Provisions Regarding Paid Staff for Combination and/or Career Fire Departments

1. A fire department operating as a combination or career fire department agrees to comply with all applicable Federal and State Immigration Compliance requirements.
2. A fire department operating as a combination or career fire department agrees to comply with all Federal and State Labor Laws including the Fair Labor Standards Act.
3. A fire department operating as a combination or career fire department that provides compensation for personnel must maintain documentation of hours worked for all personnel.
4. A fire department operating as a combination or career fire department agrees to provide Annual Leave, Sick Leave, and Holiday Pay to full-time paid employees in amounts not to exceed the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners, with any such accrual of leave and use of such leave being maintained and recorded in personnel records.
5. A fire department operating as a combination or career fire department agrees to comply with the provisions outlined in the Personnel Policies and Procedures Manual in place for the Greene County Board of Commissioners that prohibits the extension of Annual Leave, Sick Leave, and Holiday Pay to part-time paid employees.
6. Acknowledging that paid employees of the Fire Department are not answerable to existing County Policies and Procedures, administrative oversight, and other legal requirements under which the County operates and complies with, a fire department operating as a combination or career fire department agrees to obtain Property and Liability Insurance in appropriate coverage amounts, and agrees to hold harmless and indemnify the County in any suit arising out of the operations of the Fire Department.



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:GREENE

Service:Geographic Information Systems

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.):**Greene County (through vendor contract with GIS One, Inc.)**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

The original SDS did not include this service. Greene County contracts with a vendor to provide expertise in the management and delivery of geographic information systems' services. The vendor provides services including parcel splits, mapping, and other services in support of countywide functions. Greene County utilizes countywide revenues to fund these services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE**

Service: **Indigent Defense**

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.): **Greene County (via contract with Georgia Indigent Defense Council)**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Special Service District

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

Under the original SDS, the local hospital was owned and operated by a Hospital Authority. The Authority since has sold the hospital to a private entity and ceased any role in the local hospital. Greene County contracts with St. Mary's Good Samaritan Hospital, Inc. to provide indigent care services to residents of Greene County. The County established a countywide special tax district that relies upon a per parcel fee to generate revenue necessary to fund indigent care services. The corresponding service area is countywide.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 07/17/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2018, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Greene County, body politic and a subdivision of the State of Georgia (herein referred to as “**the County**”) and is effective July 1, 2018.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Greene County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Greene County on a revocation of probation;

- (3) Cases prosecuted in the Juvenile Courts of Greene County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- (4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

Section 3.02 Administration of Office Expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning July 1, 2018 and ending June 30, 2019.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Ocmulgee Judicial Circuit:

John Bradley
Circuit Public Defender
Post Office Box 747
Gray, Georgia 31032

Greene County:

Greene County Board of Commissioners
1034 Silver Drive, Suite 201
Greensboro, Georgia 30642

Georgia Public Defender Council:

Bryan Tyson, Director
104 Marietta Street, Suite 400
Atlanta, Georgia 30303

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

(b) **For cause.** This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) **For Convenience.** This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) **Post-termination obligations.** After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. (a) **At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) **During or at the end of the agreement.** The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) **Statutory responsibility continuation.** The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.


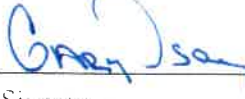
Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

ATTEST:

Greene County

By:  _____
BY:  _____
Signature
CHAIRMAN

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

Ocmulgee Judicial Circuit
ATTACHMENT B – Personnel & Operating Expenditures
Greene County
July 1, 2018 – June 31, 2019

The County agrees to pay the Public Defender Office \$61,008.74 in 12 monthly installments of \$5,084.06. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2018. Invoices will be sent to the following address:

Greene County Board of Commissioners
c/o Amanda Smith
1034 SILVER DR
SUITE 201
Greensboro, GA 30642

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.

They may also provide legal representation to indigent defendants in State Court of Greene County in accordance with the additional services provisions set below:

Definition. For the purposes of this agreement and this attachment the term “additional services” means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

Additional Services. The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office’s caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services

cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate the its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligations under this attachment immediately terminate subject to the provisions of Section 5.08.

The Public Defender Office agrees to provide representation in the following court:

(a) Probate of Greene County

- (1) Misdemeanor or ordinance violation cases in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged.
- (2) Hearings on a revocation of probation.

Greene County remains responsible for the cost of providing legal representation by an attorney who is not an employee of the Public Defenders Office in cases where the Circuit Public Defender determines that there may be a conflict of interest.



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:GREENE

Service:Indigent Care 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.): **Greene County, through vendor contract with St. Mary's Good Samaritan Hospital, Inc.**

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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

The original SDS did not include this service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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?

Greene County contracts annually with the Georgia Indigent Defense Council to provide indigent defense services on a countywide basis. Funding for this service is through countywide revenues.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE

GREENE COUNTY INDIGENT CARE AGREEMENT

This Agreement is effective the 1st day of January, 2018 (the “Effective Date”), by and between **GREENE COUNTY, GEORGIA**, acting by and through the county’s governing authority (hereinafter referred to as the “County”) and **GOOD SAMARITAN HOSPITAL, INC.** of 5401 Lake Oconee Parkway, Greensboro, GA 30642 (hereinafter referred to as the “Hospital”), upon the terms and conditions set forth below.

WITNESSETH:

WHEREAS, the local legislation creating the Greene County Board of Commissioners confers upon it the power to “regulate the management and control of the poor of” Greene County, 1961 Ga. Laws at p. 2223, § 5 (and subsequent enactments); and

WHEREAS, the Georgia Supreme Court has held that a county can budget money to a hospital to provide medical care to indigent residents without violating the illegal gratuities provision of the State Constitution, *Brock v. Chappell*, 196 Ga. 567, 27 S.E.2d 38 (1943); and

WHEREAS, state law allows counties to levy and collect taxes for the express purpose of “support[ing] indigent individuals” and “[t]o provide hospitalization and medical or other care for the indigent sick people of the county,” O.C.G.A. § 48-5-220; and

WHEREAS, Hospital has acquired, constructed and equipped a new 25-bed acute care critical access hospital in the County; and

WHEREAS, Hospital has been providing healthcare services to the indigent sick people resident in Greene County, and received from the County \$360,000 in 2013, 2014, 2015, 2016 and \$400,000 in 2017; and

WHEREAS, the Hospital is a nonprofit corporation organized and existing under the laws of the State of Georgia, which is qualified as a charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and is a wholly owned subsidiary of St. Mary’s Health Care System, Inc. (“St. Mary’s”); and

WHEREAS, County and Hospital desire to enter into this Agreement to evidence the County’s financial commitment “[t]o provide hospitalization and medical or other care for the indigent sick people of the county” and to evidence the Hospital’s commitment to use those funds for the purpose of providing services to qualified indigent residents of the County for the term of this Agreement;

NOW THEREFORE, for and in consideration of the promises and covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto intending to be legally bound do hereby agree as follows:

SECTION I. TERM OF AGREEMENT

This Agreement shall be for a term beginning on the Effective Date and continuing until the termination date of December 31, 2018.

SECTION II. PROVISION OF HEALTH CARE SERVICES TO QUALIFIED INDIGENT RESIDENTS OF GREENE COUNTY

County and Hospital agree to the following terms and conditions for the provision of certain Covered Health Care Services (as such term is defined in Section II.E below) to the Indigent Residents (as such term is defined below) during the Term of this Agreement.

The term "Indigent Residents" and "Indigent Resident" mean those individuals who meet the objective criteria for residency set forth below in Section II.B and are indigent in accordance with the criteria for indigency set forth below in Section II.C, and who are not otherwise disqualified by virtue of some other Section or Paragraph of this Agreement.

A. Provision of Services

Hospital covenants and agrees to provide to the Indigent Residents all Covered Health Care Services in a prompt and proper manner consistent with professional standards and all applicable laws and regulations. Hospital further covenants and agrees to provide Covered Health Care Services to Indigent Residents in the same manner and quality as provided to other patients of Hospital. Nothing in this Agreement is intended to or shall have the effect of expanding Hospital's obligation to provide services to Indigent Residents beyond those Covered Health Care Services as hereinafter defined. Only such Covered Health Care Services as are medically necessary shall be required to be provided by Hospital. Hospital reserves the right to deny services to any Indigent Resident who engages in dangerous or disruptive behavior.

B. Determination of Residency

In order to receive Covered Health Care Services as hereinafter defined, the Hospital must determine that the patient or a responsible household member is a bona fide resident of Greene County as of the date the Covered Health Care Services are rendered under this Agreement. A responsible household member includes a parent, grandparent, guardian or other caregiver of a patient under the age of 18 or the spouse of a patient under the age of 18. If there is doubt as to who has the legal responsibility for a child under the age of 18, a copy of the child's birth certificate or other government issued document may be provided to verify parentage or a copy of a court order documenting guardianship, adoption or custody may be provided.

Residency of the patient or responsible household member must be confirmed by any one of the following:

1. rent receipts relating to the occupancy of a residence in Greene County; a lease or a statement by a rental agency or established real estate business that the patient or responsible household member currently resides in a residence located in the County;

2. a valid Georgia driver's license showing a Greene County address;
3. a valid Georgia Weapons Carry License showing a Greene County address;
4. an employment check stub or receipt of an unemployment check with an issuance date no more than thirty (30) days old showing the address of the patient or a responsible household member in Greene County;
5. utility bills or payment stubs, at least one of which is current, in the patient or a responsible household member's name showing residence in Greene County;
6. a current voter registration card showing a Greene County polling place;
7. evidence that the patient or a responsible household member has received food stamps within the past sixty (60) days from the Georgia Department of Family and Children Services ("DFACS") in Greene County; or
8. any other reasonable evidence as approved by the county that the patient or a responsible household member is a resident of Greene County.

C. Determination of Indigency

To be determined indigent for purposes of this Agreement, an Indigent Resident must be eligible for Charity Care consideration based upon satisfying certain income eligibility criteria as established by the Federal Poverty Income Guideline Sliding Scale, all as more particularly outlined in St. Mary's Charity Care Policy attached hereto as *Schedule A* and incorporated herein by this reference (the "Charity Care Policy").

D. Eligibility Process

County and Hospital agree that Hospital, pursuant to this Agreement, shall establish in writing a system, policies and program for properly determining whether an individual qualifies as an Indigent Resident under this Agreement, including the questions that will be asked to determine if any uninsured patient or his/her responsible household member is a Greene County resident (the "Written Process"). A copy of the Written Process shall be submitted to the County within ten (10) business days of the Effective Date or within ten days of the county's governing authority approving this Agreement, whichever is later. Nothing contained herein shall empower the Hospital by such Written Process to alter or restrict the definition or meaning of Indigent Resident as set forth herein. The County, through its County Manager or his designee, or through any other person designated by appropriate resolution adopted by the Board of Commissioners, shall have the right to review at any time during normal business hours the system, policies, and/or procedures by which determinations are made by Hospital concerning the qualification of Indigent Residents.

E. Covered Health Care Services

Subject to the exceptions set out in this Section, "Covered Health Care Services" includes only those inpatient services, outpatient observation admission, outpatient services, and emergency room services generally provided at Hospital. Services rendered at any other facility other than the Hospital shall not constitute Covered Health Care Services. The following health care services shall not constitute Covered Health Care Services for purposes of this Agreement:

1. Inpatient and outpatient services and/or procedures not covered by the Georgia Medicaid program or the federal Medicare program.
2. Cosmetic surgery; provided, however, that reconstructive surgery is a covered service.
3. Physician fees; provided, however, that the fees of physicians who are salaried by or under contract with Hospital are covered when incurred in conjunction with a Covered Health Care Service.
4. Ambulance and other transport services.
5. Abortions; provided, however, that a termination of a pregnancy in order to save the mother's life is covered.
6. Home Health Care Services; provided, however, that when a physician states in writing that the providing of Home Health Care Services are necessary to avoid an inpatient admission or to avoid extending an inpatient admission, those services will be covered.

F. Patients not qualified to be categorized as Indigent Residents

The purpose of the County's indigent care program is to subsidize health care for those persons who are not otherwise eligible for coverage through any other programs offered by the federal government or the State of Georgia. The categories of individuals listed below are not eligible to be classified as Indigent Residents for purposes of this Agreement even if they otherwise satisfy the criteria for residency and indigency set forth in this Agreement:

1. Any person receiving Cancer State Aid from the State of Georgia except when program funds are exhausted as to that person or the Covered Health Care Service is not covered by Cancer State Aid.
2. Any veteran eligible for Veterans Administration ("VA") assistance for the Covered Health Care Service unless the VA requires the veteran to travel more than a fifty (50) mile radius from the Hospital in order to have the Covered Health Care Service performed.
3. Any member of the military or any military member's dependent(s).

4. Any person, who within three (3) years of presenting himself/herself as an indigent resident of Greene County, was convicted of welfare fraud, entered into a disqualification consent agreement, was determined at an administrative hearing to have committed an intentional welfare program violation or who waived a disqualification hearing with respect to a charge of welfare fraud or intentional program violation.

5. Any college or graduate school student who is covered under his/her parent's insurance coverage or who is provided the health care services required by such student by the college or institution in which he/she is enrolled.

6. Any resident of a public institution.

7. Any individual domiciled outside Greene County, Georgia who is present in Greene County due to participation in a halfway house program or other rehabilitation program.

8. Inmates and pre-trial detainees.

G. Payments by Patients

Hospital shall establish reasonable policies, utilizing deductibles or otherwise, pursuant to which patients qualified under the Charity Care Policy defined in Section II.C. above are required to share in meeting the cost of care which they receive according to their ability to pay.

H. Payments by County

1. In consideration for Hospital providing Covered Health Care Services to Indigent Residents, County agrees to pay to Hospital using funds collected through the Special Tax District established for hospital-based indigent care services up to Four Hundred Thousand Dollars (\$400,000.00) or Hospital's total cost of providing Covered Health Care Services to Indigent Residents as substantiated on the Verification Report, whichever is less (the "Maximum Contract Amount").

2. Within ten (10) business days of the Effective Date of this Agreement, or within ten days of the county's governing authority approving this Agreement, whichever is later, County shall transmit to Hospital an amount equal to fifty percent (50%) of the Maximum Contract Amount set forth in Section II.H.1 above (the "Initial Payment").

3. Hospital covenants and agrees that the Initial Payment shall be used exclusively to provide to Indigent Residents the Covered Health Care Services identified in Section II.E.

4. Hospital shall receive the balance of the Maximum Contract Amount (the "Second Payment") after it forwards a Verification Report compliant with Section II.I below which documents that Hospital has provided Covered Health Care Services to Indigent Residents from January 1 of the calendar year in which the Initial Payment was received until the date of the

Verification Report in an amount equal to or in excess of the Initial Payment amount (the "Requisite Amount").

5. If County concludes after conducting the Audit contemplated and authorized in Section II.I.3 below that one or more of the accounts documented in the Verification Report relates to a patient who either was not properly categorized as an Indigent Resident and/or who received non-Covered Health Care Services, it can forward to Hospital a written notice objecting to one or more of the accounts documented in the Verification Report ("Notice of Objection"). The Notice of Objection shall be forwarded to the attention of the President of the Hospital via certified and/or registered U.S. Mail by no later than twenty-one (21) days after the County's receipt of the Verification Report that is the subject of the Notice of Objection. The Notice of Objection shall with specificity outline the nature of the objection(s) with respect to each challenged account.

6. The Second Payment shall be transmitted to Hospital within thirty (30) calendar days of the County's receipt of the Verification Report referenced above unless the County forwards a Notice of Objection that satisfies the following criteria:

(a) the Notice of objection is timely forwarded; and

(b) the Notice of Objection challenges a sufficient number of accounts that would result in Hospital failing to establish the Requisite Amount if those challenged accounts were stricken from the Verification Report.

7.

(a) In the event that County forwards a Notice of Objection that satisfies the criteria set forth above in subparagraphs (5) and (6), a Hospital representative and a County representative shall conduct an in-person meeting in an attempt to resolve the dispute concerning the challenged accounts (the "Meeting"), which Meeting shall take place at a mutually agreeable time and place no later than ten (10) business days following the Hospital's Receipt of the Notice of Objection.

(b) If the Meeting causes County to withdraw challenges with respect to one or more accounts, and the withdrawal of those challenges results in the Verification Report satisfying the Requisite Amount, County shall transmit the Second Payment within five (5) business days of County withdrawing those challenges. County shall communicate to Hospital the withdrawal of those challenges using the same method and manner governing the forwarding of a Notice of Objection.

(c) If the Meeting does not result in the County withdrawing sufficient challenges to enable the Verification Report to satisfy the Requisite Amount, the County will retain the Second Payment until it receives a subsequent Verification Report that County determines satisfies the Requisite Amount ("Supplemental Verification Report"). Within seven (7) business days of receiving a Supplemental Verification Report, County shall communicate to Hospital whether it satisfies the Requisite Amount using the same method and manner governing the forwarding of a Notice of Objection.

(d) County shall transmit the Second Payment within ten (10) business days of determining that a Supplemental Verification Report satisfies the Requisite Amount.

8. In the event that County forwards a timely Notice of Objection that fails to satisfy the criteria set forth above in subparagraph 6 (b), Hospital shall provide in writing an explanation for its categorization of the challenged accounts within twenty-one (21) calendar days of receiving said Notice of Objection.

9.

(a) Notwithstanding the foregoing, if Hospital in the preceding calendar year received funds from County relating to the provision of care to Indigent Residents ("Previous Year Indigent Care Funds"), Hospital shall not receive the Second Payment unless, in addition to forwarding the Verification Report referenced above, Hospital forwards a separate Verification Report ("Previous Year Verification Report") compliant with Section II.I.2 below which documents that Hospital in the previous calendar year provided Covered Health Care services to Indigent Residents in an amount equal to or in excess of the amount of the Previous Year Indigent Care Funds.

(b) The Previous Year Verification Report shall be forwarded to County prior to or contemporaneous with the forwarding of the Verification Report.

(c) The process for articulating and resolving challenges to the Previous Year Verification Report shall be governed by the process outlined above in subparagraphs (7) and (8).

10. The County shall not be responsible for the payment of any costs and/or charges for any person not properly categorized by Hospital as an Indigent Resident pursuant to the criteria set forth in this Agreement.

I. Reports, Audits, Credits

1. The Hospital will provide a quarterly report to the County summarizing the number of uninsured patients who, during the immediately preceding quarter, presented to the Hospital for Covered Health Care Services declaring to be a Greene County resident who may seek financial assistance (the "Declaration Report").

2. As referenced in Section II.H. above, the Hospital will provide a report to the County summarizing the number of Indigent Residents who received Covered Health Care Services listing a reference number for each Indigent Resident, the date(s) of service, the amount billed, and the document(s) the Hospital relied upon to establish the patient's or responsible household member's residency in Greene County during the applicable period of time reflected on the report (the "Verification Report"). The Verification Report shall not include any protected health information ("PHI") as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and shall be in substantially the same format as that attached hereto as *Exhibit A* incorporated herein by this reference.

3. During normal business hours (i.e., 9:00am – 5:00pm, Monday through Friday excluding holidays) and upon giving written notice at least five (5) business days in advance, the independent auditor for the County or such other individual selected by the County and reasonably acceptable to the Hospital (the “Auditor”) may come to the Hospital to conduct a review to verify the information contained on the Verification Report, Supplemental Verification Report or the Previous Year Verification Report, as applicable (the “Audits”). The Auditor will be permitted access to appropriate documentation in order to confirm residency, indigency and the provision of Covered Health Care Services in accordance with the terms of this Agreement as part of such Audits; *provided, however*, that any individually identifiable patient information will be redacted from any medical records, bills, reports or information which the Auditor requests or to which the Auditor may have access in any Audits performed; and, *provided further*, that neither the County nor the Auditor shall be permitted to view or request access to PHI nor to copy, collect or retain PHI in any way. Any Meetings contemplated in Section II.H above shall be subject to these same restrictions, it being the intent of the parties that any such Meetings and any Audits shall be conducted and performed in accordance with all applicable federal and state laws governing confidentiality and privacy and shall be subject to execution by County and/or Auditor of a Business Associate Agreement or confidentiality agreement and receipt of any applicable consents.

4.

(a) To the extent that Hospital subsequently receives information that causes it to conclude that a patient (or responsible household member) identified as an Indigent Resident on a Verification Report was erroneously classified as an Indigent Resident (“erroneous classification”), Hospital agrees to notify the County of the erroneous classification within thirty (30) days of discovery. In addition, Hospital will immediately notify the County if an Indigent Resident appearing on a Verification Report is retroactively approved for disability or other government program and Hospital is able to bill such program for the Covered Health Care Services provided hereunder (“subsequent billed account”).

(b) In the event of an erroneous classification or subsequent billed account, County shall be entitled to a credit from Hospital if the striking of the erroneous classification and/or subsequent billed account from the Verification Report containing those accounts results in the Hospital failing to establish the Requisite Amount for the period of time embraced by the Verification Report. In that circumstance, Hospital shall credit to the County the difference between the adjusted total after striking and the Requisite Amount. Hospital’s obligation to issue a credit hereunder shall continue in force after the expiration date identified above in Section I.

By way of example, Hospital forwards a Previous Year Verification Report in June 2016 (“Hypothetical Previous Year Verification Report”) showing covered services rendered in 2015 in the amount of \$600,000.00. The Requisite Amount relating to that Hypothetical Previous Year Verification Report is \$360,000.00. One of the accounts reflected on that Hypothetical Previous Year Verification report relates to John Doe (who received \$75,000.00 in indigent care services). In October 2016, Hospital is able to bill a government program for the total cost of services rendered on behalf of John Doe in 2015. In that instance, the \$75,000.00 account relating to John Doe will be stricken from the Hypothetical Previous Year Verification Report. Because the elimination of that \$75,000.00 account will not cause Hospital to dip below the requisite amount for

2015, the subsequent billed account of John Doe does not trigger a credit obligation. However, if John Doe's account was in the amount of \$300,000.00, Hospital would be obligated to give a credit in the amount of \$60,000.00 because the striking of that account from the Hypothetical Previous Year Verification Report would result in Hospital being \$60,000.00 under the Requisite Amount.

5. This Agreement shall not be construed as prohibiting Hospital (a) from accepting any voluntary payments which any such Indigent Resident receiving Covered Health Care Services may wish to make on his or her own behalf, (b) from collecting the proceeds of any hospitalization, accident or health insurance or other type of insurance with respect to which any Indigent Resident may be a beneficiary, (c) from collecting any benefit relating to any Indigent Resident under any other federal, state or local governmental programs, or (d) from asserting its statutory hospital lien against any recovery to which such Indigent Resident may be entitled or (e) from relying in good faith on documents or information submitted or obtained in connection with establishing resident and/or indigent status under this Agreement, it being the understanding of the parties that Hospital has no independent duty to investigate. In addition, nothing herein shall prevent Hospital from making charges for its services and facilities where the same are rendered to persons who are not qualified as an Indigent Resident as such term is defined herein provided that those charges are not billed to County. Additionally, nothing herein shall prevent Hospital from making charges for its services and facilities where the same are rendered to individuals pursuant to a separate Agreement between Hospital and County.

SECTION III. MISCELLANEOUS PROVISIONS

A. Amendment

This Agreement may be amended only by the express written consent and agreement of both parties hereto.

B. Sole Agreement

This Agreement represents the entire agreement between the parties hereto and supersedes any and all previous written and/or oral agreements or understandings.

C. Future Contracts

The parties agree that the funding obligations and the descriptions of Covered Health Care Services set forth in this Agreement only apply during the term of this Agreement, to wit: Calendar Year 2018, only, and that nothing herein shall obligate the County to continue to provide to Hospital the same level of funding in the future for the same services as are set forth herein.

D. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Greene County, Georgia, and the

parties agree to submit to the personal jurisdiction of any State court of competent jurisdiction situated in Greene County, Georgia.

E. Waiver

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provisions of this Agreement.

F. Notices

Any notice to be given hereunder by one party to the other shall be given in writing and may be delivered by either Certified U.S. mail properly addressed with return receipt requested, via hand-delivery, or by means of overnight delivery to the addresses listed below. Any party may change its address below by written notice given in accordance with this Paragraph. Invoices can be forwarded via any of the previously enumerated methods of delivery or regular U.S. mail.

If to Hospital:
St. Mary's Good Samaritan Hospital
Attn: President
5401 Lake Oconee Parkway
Greensboro, Georgia 30642

If to County:
Greene County Board of Commissioners
C/O Byron Lombard, County Manager
1034 Silver Drive, Suite 201
Greensboro, Georgia 30642

G. Headings

The captions and headings of this Agreement shall not be deemed to form part of the substance of this Agreement for any purpose, including any construction or interpretation of the provisions of this Agreement.

H. Duty to Indemnify

Hospital agrees and covenants to indemnify and hold the County, its officers, agents, insurers and employees harmless from any liability, loss or damage (including an award of attorney's fees) they may suffer as a result of a final determination by a court of competent jurisdiction subject to no further appeal that this Agreement violates the Establishment Clause of the First Amendment of the United States Constitution and/or Article 1, Section 2, Paragraph 7 of the Constitution of the State of Georgia; provided, however, that the Hospital must be promptly notified of any claim, demand, or litigation which may be covered by this indemnity; and, provided further, that the Hospital shall have the right to assume the defense thereof including the engagement of counsel and any settlement thereof.

I. SB 160

Hospital and County understand that O.C.G.A. § 13-10-90 and O.C.G.A. § 13-10-91 apply to contracts involving governmental entities that relate to the physical performance of services. Hospital and County further understand that said statutory framework necessitates the tendering of a notarized affidavit from the non-governmental contracting party unless the contract relates to the provision of services by a professional licensed pursuant to Title 26 or Title 43 of the Georgia Code. Hospital certifies that all Covered Health Care Services provided under this Agreement will only involve physicians, nurses and other support staff who are duly licensed pursuant to Title 43 of the Georgia Code and are in good standing. Hospital understands that County is relieving Hospital of the obligation to tender said notarized affidavit in reliance on Hospital's representation herein that this Agreement is exempted from the requirements of O.C.G.A. § 13-10-90 and O.C.G.A. § 13-10-91.

J. Counterparts

This Agreement shall be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
~Signatures Begin on Next Page~

IN WITNESS WHEREOF the parties hereto, acting by and through their duly authorized officers, have set their hands and seals as of the day first above written.

Signed, sealed and delivered in the presence of:

 C. Bell
Unofficial Witness

 By [Signature]
Notary Public

My commission expires:
 4/29/2021

(NOTARIAL SEAL)



GREENE COUNTY

By: Gary Long
Chairman
Board of County Commissioners

Attest: Sylvia Hill
County Clerk

Signed, sealed and delivered in the presence of:

 Elizabeth [Signature]
Unofficial Witness

 Susan A. Welch
Notary Public

My commission expires:
 3-24-2018

(NOTARIAL SEAL)



GOOD SAMARITAN HOSPITAL, INC.
d/b/a St. Mary's Good Samaritan Hospital

By: Jayna Adcock
President

Attest: J. Woelfel
Chairman of Board

EXHIBIT A

VERIFICATION REPORT FORM

<i>Reference Number</i>	<i>Date(s) of Service</i>	<i>Amount Billed</i>	<i>Document(s) used to Establish Greene County Residency</i>
01234	01.15.2016	\$xxxx.xx	8 (cell phone bill)
05678	04.15.2016	\$yyyy.yy	2
Etc.			

Residency Document Code:

- 1 Rental Documents
- 2 Driver's License
- 3 Weapons Carry License
- 4 Employment Check/Unemployment Check
- 5 Utility documentation
- 6 Voter Registration
- 7 Food Stamps
- 8 Miscellaneous Reasonable Evidence (with identification of document used)



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:GREENE

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.):**Greene County Sheriff**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues, Fines
City of Greensboro	Fines
City of Union Point	Fines

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

The Greene County Sheriff operates the Greene County Jail for countywide purposes. The cities of Greensboro and Union Point each have police departments that utilize the County Jail for incarceration of city arrestees. The cities each pay a 10% surcharge on all municipal citations in lieu of a per-day fee for housing their city inmates. The cities are also responsible for transports associated with their inmates and medical costs of their inmates. The costs of the Greene County Jail for countywide purposes is funded by Greene County using countywide revenues..

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

Agreement Name	Contracting Parties	Effective and Ending Dates
IGA for Jail Services	Greene County, Cities of Greensboro and Union Point	renews annually

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: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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:GREENE

Service:Judicial/Courts (County Courts)

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.): **Greene County provides Magistrate, Probate, Juvenile and Superior Court services countywide to the unincorporated and incorporated areas of Greene 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.).

Local Government or Authority	Funding Method
Greene County	General Funds, user fees

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

There has been a change in the name of the service to reflect the service relating to County Courts.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 10/31/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: GREENE

Service: *Judicial/Courts (Municipal Courts)*

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: **Greensboro, Union Point, Woodville, Siloam, White Plains (each municipality within the county provides and will continue to provide Municipal Court services within their respective city where the municipal court has jurisdiction under the state law and city charter).**)

- 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.).

Local Government or Authority	Funding Method
City of Greensboro	General Funds, user fees
City of Union Point	General Funds, user fees
City of Woodville	General Funds, user fees
Town of Siloam	General Funds, user fees
City of White Plains	General Funds, user fees

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

There has been a change in the name of the service to reflect the service relating to Municipal Courts.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 10/31/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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:GREENE

Service:Landfill Testing & Monitoring

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.):**Greene 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

This service was not included in the original SDS.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

Greene County is required to provide testing and monitoring of the closed Greene County landfill. The landfill is on the State's Hazardous Site Inventory. The landfill was utilized countywide until closed in 1995. Funding for these obligations are derived through countywide revenues.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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:GREENE COUNTY

Service:Library

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.):**Uncle Remus Regional Library System**
- 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.).

Local Government or Authority	Funding Method
Greene County	Special Service District pursuant to paragraph 6 below
White Plains	General Fund

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

Under the original SDS, library services was funded proportionately by Greene County, the cities of Greensboro, Union Point, Woodville, and White Plains, and the Town of Siloam in shares based on the Local Option Sales Tax (LOST) Formula. The County has since established a special services district that comprises the unincorporated area of Greene County, and the incorporated areas of Greensboro, Woodville, Union Point and Siloam, and provides funding to the library based on the creation of the special service district. The city of White Plains continues to provide funding directly to the library based on its share of the LOST. These funding arrangements are further described in intergovernmental agreements between the County and the municipalities.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	Greene County and Greensboro	renewable annually
Regarding the Funding and	Greene County and Siloam	renewable annually
Administration of Library	Greene County and Woodville	renewable annually
Services (5 separate	Greene County and White Plains	renewable annually
agreements)	Greene County and Union Point	10/1/18 for a period of 10
		years

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

County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district consisting of the unincorporated areas of the County and the boundaries of the cities of Greensboro, Siloam, Union Point and Woodville, with funding derived from property taxes, insurance premium taxes, assessments, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 08/13/2018

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:

RESOLUTION NUMBER 2018.8.30.(b)

A RESOLUTION CREATING A SPECIAL DISTRICT FOR THE PROVISION OF LIBRARY SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX. Sec. II, Para. VI of the 1983 Georgia Constitution provides that “special districts may be created for the provision of local government services within such districts: and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor”; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution: and

WHEREAS, the Georgia Constitution, Art. IX, Sec. IV, Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. II, Para. III, authorizes any city, county, or any combination thereof, to provide for library services and facilities: and

WHEREAS, in accordance with the Official Code of Georgia (“O.C.G.A.”) § 48-5-220(14), County taxes may be levied and collected for the purpose of acquiring, improving, and maintaining public libraries: and

WHEREAS, the City of White Plains has traditionally chosen to jointly fund the costs associated with providing library services throughout the County by paying from its General Fund its respective share of the annual library budget based on the current, yearly State sales tax distribution applicable to the City of White Plains;

WHEREAS, Greene County has contracted with the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam regarding the funding of library services through a special service district; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district consisting of the entire unincorporated area of Greene County, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam, for the provision and funding of library services for the citizens of Greene County located in the special district.

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

1. With the agreement of the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam, as indicated by their respective Mayor’s

signatures below and as provided for through intergovernmental agreements, the Board of Commissioners of Greene County hereby creates a Special District for library services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District").

2. The Board of Commissioners, on an annual basis, shall levy and collect property taxes, insurance premium taxes, assessments, and/or user fees within the Special District sufficient to fund library services within the Special District, according to such annual budget as may be approved by the Board of Commissioners in its discretion for such purposes; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as user fees, charges, fines, grants, and donations.
3. The above fees, assessments, and/or taxes shall be collected from within the Special District by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
4. Fees, assessments, and/or taxes levied within the Special District shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
5. The oversight and governance of library services shall be through the Greene County Library Board ("Board") which shall consist of no more than five (5) County appointees, one of whom shall serve as Chair, one (1) appointee from the City of White Plains, one (1) appointee from the City of Union Point, and one (1) appointee from the City of Greensboro, for a maximum total of eight (8) members. The City of White Plains appointee shall have all voting rights, benefits and privileges on the Board in the same manner as the County appointees. The City of Union Point and City of Greensboro appointees shall be ex-officio members of the Board without voting rights on the Board.
6. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON August 30, 2013.

GREENE COUNTY BOARD OF
COMMISSIONERS

By:


Gary Usry, Chairman

[County Seal]

Attest


Sylvia V. Hill, County Clerk

(signatures continue on following page)



CITY OF GREENSBORO

Leana

Mayor

CITY OF UNION POINT

Sheila Jordan
Sheila Jordan

Lanie Rhodes
Lanie Rhodes

Mayor



CITY OF WOODVILLE

Mayor



CITY OF SILOAM

Mayor

CITY OF GREENSBORO

_____, Mayor

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

_____, Mayor

CITY OF SILOAM

Karen S. Hill
_____, Mayor

CITY OF GREENSBORO

[Handwritten signature]
Greensboro Mayor

CITY OF UNION POINT

[Handwritten signature]
Sheila Jordan

[Handwritten signature]
Lanier Rhodes, Mayor



CITY OF WOODVILLE

_____, Mayor

CITY OF SILOAM

_____, Mayor

CITY OF GREENSBORO

_____, Mayor

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

Phil Brock

Phil Brock, Mayor

CITY OF SILOAM

_____, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN GREENE COUNTY AND THE CITY OF SILOAM
REGARDING THE FUNDING AND ADMINISTRATION OF LIBRARY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 13th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF SILOAM, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of library services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for library services and facilities;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, further provides that no county may exercise such powers or provide such services inside the boundary of any city or any other county except by contract with the city or county affected;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 6, provides that special districts may be created for the provision of local government services within such districts; that fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefore; and, that such special districts may be created by county ordinance or resolution;

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the Georgia Constitution, Art. 9, Section 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law;

WHEREAS, in accordance with O.C.G.A. § 20-5-40, the County is authorized to establish a public library system by contractual agreement between the governing authorities of the County and the City;

WHEREAS, the City of White Plains has traditionally chosen to jointly fund the costs associated with providing library services throughout the County by paying from its respective

General Fund its respective share of the annual library budget based on the current, yearly State sales tax distribution applicable to the City of White Plains;

WHEREAS, the City and County agree or have agreed that the remainder of the funding of the costs associated with providing library services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the remainder of the annual budget for library services as may be approved by the Board of Commissioners in its discretion, within a Special District for library services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District").

WHEREAS, the Official Code of Georgia Annotated (O.C.G.A.) § 48-5-220 provides that county taxes may be levied and collected for public purposes, including, but not limited to, the acquisition, improvement and maintenance of public libraries;

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.;

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District;

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the remainder of the funding of the annual budget for library services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City;

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing library services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.
2. The County Library Board of Trustees shall be appointed in accordance with the constitution and bylaws of the library system.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year

2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.

4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's library system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's library system.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: Gary Usty
Print: GARY USTY
Title: Chairman

Attest:

Signature: Sylvia Hill
Print: Sylvia Hill
Title: County Clerk



(Insert County Seal)

CITY OF SILOAM

Signature: Karen S. Hill
Print: Karen S. Hill
Title: Mayor

Attest:

Signature: Nancy R Miller
Print: Nancy R Miller
Title: City Clerk

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN GREENE COUNTY AND THE CITY OF WHITE PLAINS
REGARDING THE FUNDING AND ADMINISTRATION OF LIBRARY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 10 day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF WHITE PLAINS, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of library services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for library services and facilities;

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, O.C.G.A. § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public or private entities to assist such municipalities and counties in developing, establishing, and implementing its service delivery plan; and

WHEREAS, the parties hereto are willing to enter into this Agreement for the joint provision of library services pursuant to the terms of this Agreement and are willing to pay for the expenses associated with providing library services to the citizens of the municipalities and the unincorporated areas of Greene County, Georgia; and

WHEREAS, the City of White Plains has traditionally chosen to jointly fund the costs associated with providing library services throughout the County by paying from its General Fund its share of the annual library budget based on the current, yearly State sales tax distribution applicable to the City of White Plains; and

WHEREAS, by this Agreement, the City and County wish to agree that the City will jointly fund the costs associated with providing library services throughout the County beginning with Fiscal Year 2019 by paying from the City's General Fund its share of the annual library budget based on the current, yearly State sales tax distribution applicable to the City; and

WHEREAS, by separate agreements, the County and the City of Greensboro, the City of Woodville and the City of Siloam have agreed that the remainder of the funding of the costs associated with providing library services throughout the County will, be borne by the levy and

collection of property taxes, insurance premium taxes, assessments, and/or user fees sufficient to fund the remainder of the annual budget for library services as may be approved by the Board of Commissioners in its discretion, within a Special District for library services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, and the City of Siloam, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District"); and

WHEREAS, in accordance with O.C.G.A. § 20-5-42(a), the library board of trustees shall consist of at least one appointee from each governmental agency financially supporting the library on a regular basis.

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The City shall jointly fund the costs associated with providing library services throughout the County beginning with Fiscal Year 2019 by paying from the City's General Fund its share of the annual library budget based on the current, yearly State sales tax distribution applicable to the City. The current State sales tax distribution applicable to the City is included in the distribution certificate attached hereto as Exhibit "A" and incorporated herein by reference, as the same may from time to time be amended. Such payment shall be made by the City no later than within thirty (30) days of request of same by the Library Board of Trustees.
2. The County Library Board of Trustees shall be appointed in accordance with the constitution and bylaws of the library system.
3. The City of White Plains shall appoint one (1) appointee to the County Library Board of Trustees, and said appointee shall have all rights, privileges, benefits and duties as the County appointees, if the library system constitution and bylaws provide for such membership.
4. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
5. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's library system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's library system.
6. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

7. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
8. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
9. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
11. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
12. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY USEY

Print: GARY USEY
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk



CITY OF WHITE PLAINS

Signature: William B. Moore

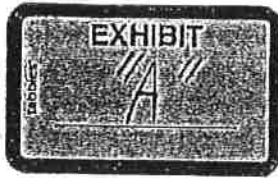
Print: William B. Moore
Title: Mayor

Attest:

Signature: Amy Coleman

Print: Amy Coleman
Title: City Clerk

(Insert City Seal)



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of GREENE County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of	GREENSBORO	shall receive	18.33	%
City of	UNION POINT	shall receive	8.83	%
City of	WOODVILLE	shall receive	1.75	%
City of	WHITE PLAINS	shall receive	1.55	%
City of	SILLOAM	shall receive	1.54	%
County of	GREENE	shall receive	68	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this 14th day of September 20 12.

[Signature]
MAYOR OF THE CITY OF GREENSBORO

MAYOR OF THE CITY OF

MAYOR OF THE CITY OF

MAYOR OF THE CITY OF

[Signature]
CHAIRMAN BOARD OF COMMISSIONERS OF

GREENE COUNTY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN GREENE COUNTY AND THE CITY OF WOODVILLE
REGARDING THE FUNDING AND ADMINISTRATION OF LIBRARY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 24th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF WOODVILLE, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of library services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for library services and facilities;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, further provides that no county may exercise such powers or provide such services inside the boundary of any city or any other county except by contract with the city or county affected;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 6, provides that special districts may be created for the provision of local government services within such districts; that fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefore; and, that such special districts may be created by county ordinance or resolution;

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the Georgia Constitution, Art. 9, Section 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law;

WHEREAS, in accordance with O.C.G.A. § 20-5-40, the County is authorized to establish a public library system by contractual agreement between the governing authorities of the County and the City;

WHEREAS, the City of White Plains has traditionally chosen to jointly fund the costs associated with providing library services throughout the County by paying from its respective

General Fund its respective share of the annual library budget based on the current, yearly State sales tax distribution applicable to the City of White Plains;

WHEREAS, the City and County agree or have agreed that the remainder of the funding of the costs associated with providing library services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the remainder of the annual budget for library services as may be approved by the Board of Commissioners in its discretion, within a Special District for library services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District").

WHEREAS, the Official Code of Georgia Annotated (O.C.G.A.) § 48-5-220 provides that county taxes may be levied and collected for public purposes, including, but not limited to, the acquisition, improvement and maintenance of public libraries;

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.;

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District;

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the remainder of the funding of the annual budget for library services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City;

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing library services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.
2. The County Library Board of Trustees shall be appointed in accordance with the constitution and bylaws of the library system.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year

2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.

4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's library system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's library system.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY USRY

Print: GARY USRY
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk



CITY OF WOODVILLE

Signature: Phil Brock

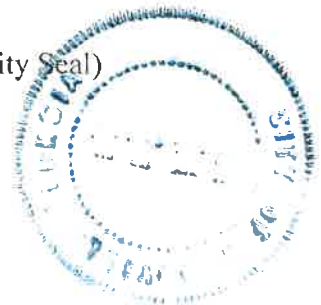
Print: Phil Brock
Title: Mayor

Attest:

Signature: Cindy Sellers

Print: Cindy Sellers
Title: City Clerk

(Insert City Seal)



**INTERGOVERNMENTAL AGREEMENT
BETWEEN GREENE COUNTY AND THE CITY OF GREENSBORO
REGARDING THE FUNDING AND ADMINISTRATION OF LIBRARY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 4th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF GREENSBORO, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of library services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for library services and facilities;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, further provides that no county may exercise such powers or provide such services inside the boundary of any city or any other county except by contract with the city or county affected;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 6, provides that special districts may be created for the provision of local government services within such districts; that fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefore; and, that such special districts may be created by county ordinance or resolution;

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the Georgia Constitution, Art. 9, Section 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law;

WHEREAS, in accordance with O.C.G.A. § 20-5-40, the County is authorized to establish a public library system by contractual agreement between the governing authorities of the County and the City;

WHEREAS, the City of White Plains has traditionally chosen to jointly fund the costs associated with providing library services throughout the County by paying from its respective

WHEREAS, the City and County agree or have agreed that the remainder of the funding of the costs associated with providing library services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the remainder of the annual budget for library services as may be approved by the Board of Commissioners in its discretion, within a Special District for library services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District").

WHEREAS, the Official Code of Georgia Annotated (O.C.G.A.) § 48-5-220 provides that county taxes may be levied and collected for public purposes, including, but not limited to, the acquisition, improvement and maintenance of public libraries;

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.;

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District;

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the remainder of the funding of the annual budget for library services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City;

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing library services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.
2. The County Library Board of Trustees shall be appointed in accordance with the constitution and bylaws of the library system.
3. The City shall be entitled to appoint one ex-officio member to the County Library Board of Trustees, and said appointee shall not have voting rights.

4. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
5. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's library system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's library system.
6. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
7. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
8. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
9. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
11. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
12. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: Gary Usey

Print: Gary Usey
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk



(Insert County Seal)

CITY OF GREENSBORO

Signature: _____

Print: _____
Title: Mayor

Attest:

Signature: _____

Print: _____
Title: City Clerk

(Insert City Seal)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: _____

Print: _____

Title: Chairman

Attest:

Signature: _____

Print: _____

Title: County Clerk

(Insert County Seal)

CITY OF GREENSBORO

Signature: Glenn Wright

Print: Glenn Wright

Title: Mayor

Attest:

Signature: Larry Postell

Print: LARRY POSTELL

Title: City Clerk

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN GREENE COUNTY AND THE CITY OF UNION POINT
REGARDING THE FUNDING AND ADMINISTRATION OF LIBRARY SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 30th day of August, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF UNION POINT, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of library services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for library services and facilities;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, further provides that no county may exercise such powers or provide such services inside the boundary of any city or any other county except by contract with the city or county affected;

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 6, provides that special districts may be created for the provision of local government services within such districts; that fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefore; and, that such special districts may be created by county ordinance or resolution;

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide;

WHEREAS, the Georgia Constitution, Art. 9, Section 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law;

WHEREAS, in accordance with O.C.G.A. § 20-5-40, the County is authorized to establish a public library system by contractual agreement between the governing authorities of the County and the City;

WHEREAS, the City of White Plains has traditionally chosen to jointly fund the costs associated with providing library services throughout the County by paying from its respective General Fund its respective share of the annual library budget based on the current, yearly State sales tax distribution applicable to the City of White Plains;

WHEREAS, the City and County agree or have agreed that the remainder of the funding of the costs associated with providing library services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the remainder of the annual budget for library services as may be approved by the Board of Commissioners in its discretion, within a Special District for library services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, and the City of Siloam, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District").

WHEREAS, the Official Code of Georgia Annotated (O.C.G.A.) § 48-5-220 provides that county taxes may be levied and collected for public purposes, including, but not limited to, the acquisition, improvement and maintenance of public libraries;

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.;

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District;

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the remainder of the funding of the annual budget for library services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City;

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing library services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.
2. The County Library Board of Trustees shall be appointed in accordance with the constitution and bylaws of the library system.
3. The City shall be entitled to appoint one ex-officio member to the County Library Board of Trustees, and said appointee shall not have voting rights.
4. This Agreement shall run from October 1, 2018, for a period of ten (10) years.

5. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's library system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's library system.
6. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
7. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
8. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
9. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
11. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
12. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: *Gary Usrey*

Print: Gary Usrey
Title: Chairman

Attest:

Signature: *Sylvia V. Hill*

Print: Sylvia V. Hill
Title: County Clerk



(Insert County Seal)

CITY OF UNION POINT

Signature: *Lanier Rhodes*

Print: Lanier Rhodes
Title: Mayor

Attest:

Signature: *Cheila Jordan*

Print: Cheila Jordan
Title: City Clerk



(Insert City Seal)



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: **GREENE**

Service: **Mental Health 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.): **Greene 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues, Drug Abuse Treatment & Education Funds

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

There has been a change in the funding mechanism.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 10/31/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE COUNTY**

Service: **Municipal Police Department**

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: **Greensboro; Union Point**)

- 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.).

Local Government or Authority	Funding Method
Greensboro	General Fund
Union Point	General Fund

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

This clarifies the funding arrangement in reference to the cities within the County having a police department serving their respective jurisdictions.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:



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: GREENE COUNTY

Service: *Natural Gas*

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.):
- 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.): **Greensboro and Union Point (through vendor Tri-County Natural Gas Company) (see attached map)**

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.).

Local Government or Authority	Funding Method
Greensboro	Enterprise Funds, User Fees
Union Point	Enterprise Funds, User Fees

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

There has been a change in the identity of the service provider.

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

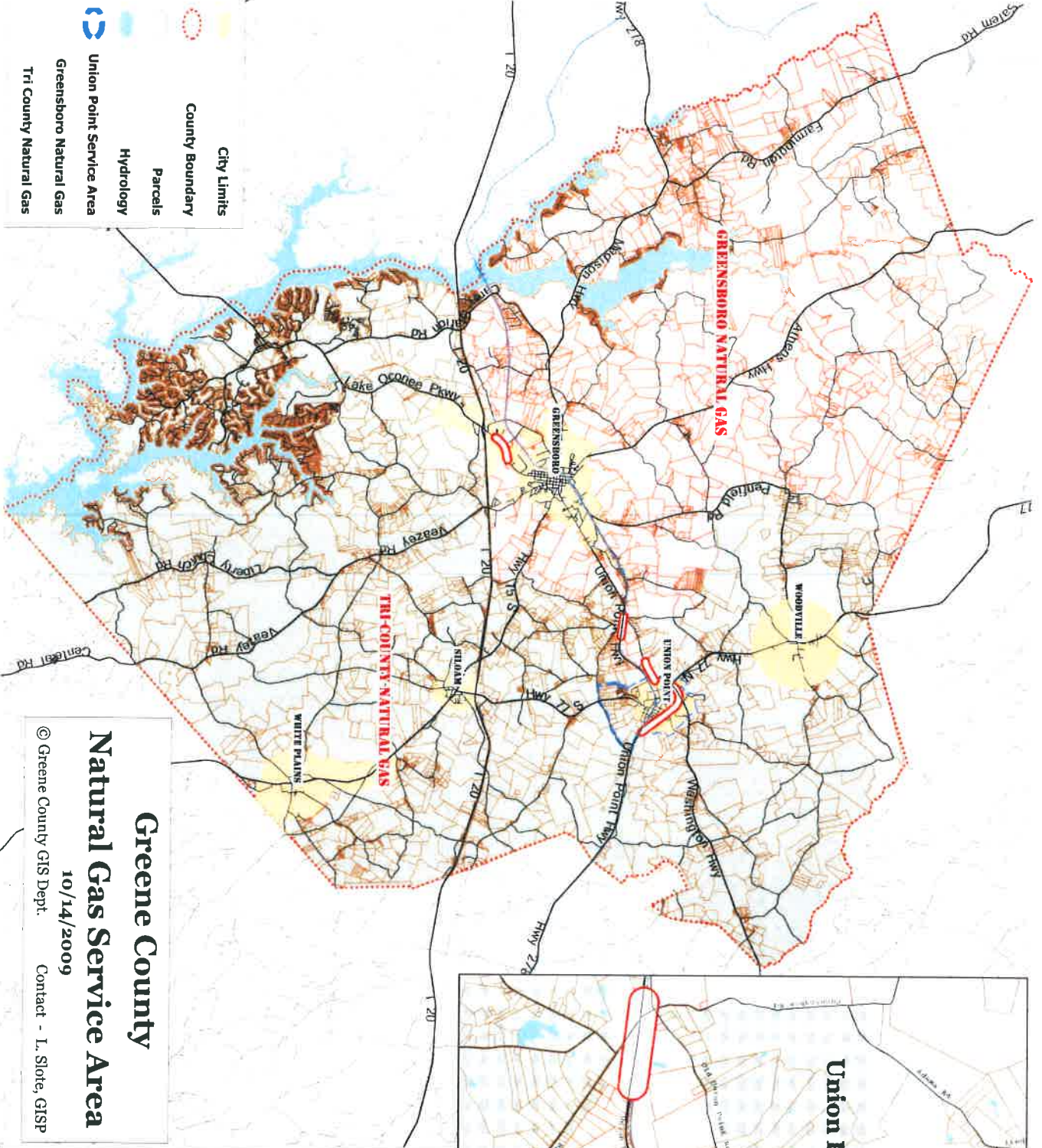
Agreement Name	Contracting Parties	Effective and Ending Dates

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

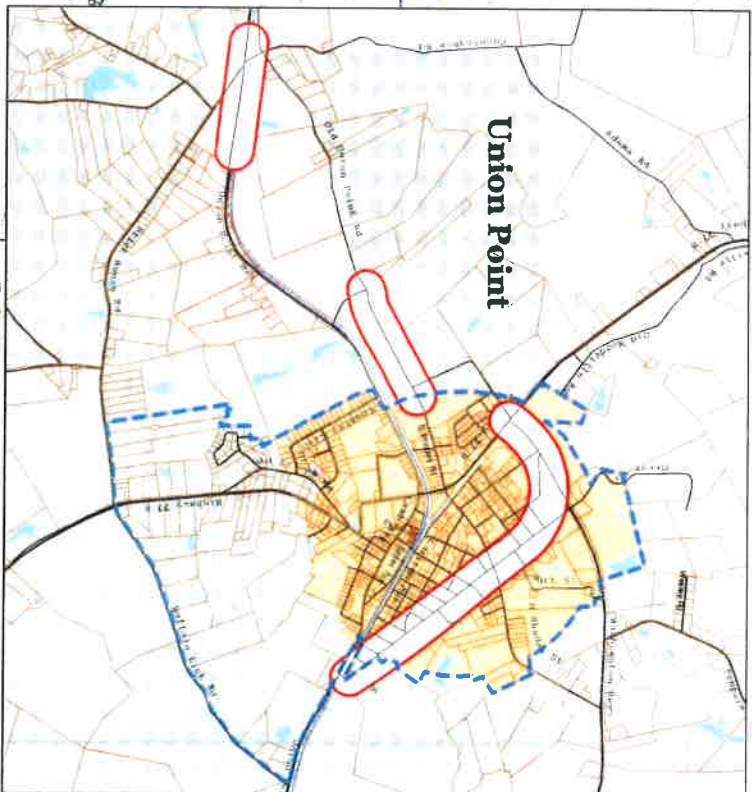
7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 10/31/18

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

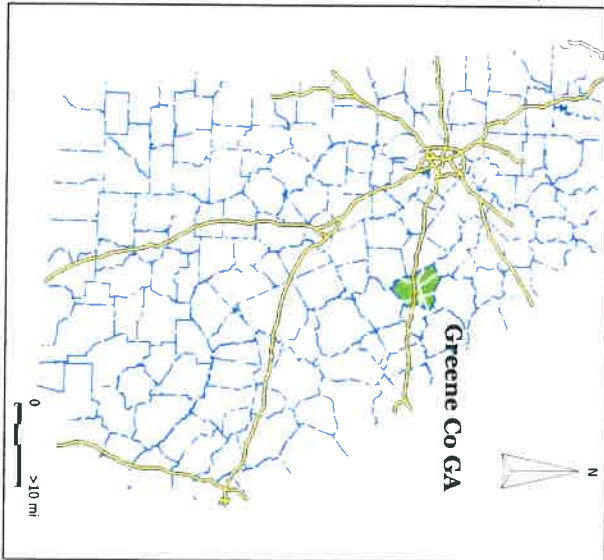
If not, provide designated contact person(s) and phone number(s) below:



-  City Limits
-  County Boundary
-  Parcels
-  Hydrology
-  Union Point Service Area
-  Greensboro Natural Gas
-  Tri-County Natural Gas



Greene County
Natural Gas Service Area
 10/14/2009
 © Greene County GIS Dept. Contact - L. Slatte, GISP





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:GREENE COUNTY

Service:Planning and Zoning 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.): **Greene County, Greensboro, Siloam, Union Point, White Plains, Woodville**

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.).

Local Government or Authority	Funding Method
Greene County	The Special Service District created pursuant to Paragraph 6, below.
Greensboro	General Fund, User Fees
Union Point	General Fund, User Fees
Siloam	General Fund, User Fees
Woodville	General Fund, User Fees
White Plains	General Fund, User Fees

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

There has been a change in the funding mechanism based on the County creation of the special service district.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from property taxes, insurance premium taxes, assessments, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 10/31/2018

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:

RESOLUTION NUMBER 2018.7-17E

A RESOLUTION CREATING A SPECIAL DISTRICT CONSISTING OF THE UNINCORPORATED AREA OF THE COUNTY FOR THE PROVISION OF PLANNING AND ZONING SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. IV, Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. II, Para. IV, authorizes the governing authority of each county to provide planning and zoning services; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district consisting of the entire unincorporated area of Greene County, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the "Special District") for the provision and funding of planning and zoning services for the citizens of Greene County located in the Special District.

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

- 1 The Board of Commissioners of Greene County hereby creates a Special District for planning and zoning services consisting of the entire unincorporated area of Greene County, Georgia, as such unincorporated limits of Greene County currently exist and as they may be modified hereinafter from time to time (the "Special District").
- 2 The Board of Commissioners, on an annual basis, shall levy and collect property taxes, insurance premium taxes, assessments, and/or user fees within the Special District sufficient to fund planning and zoning services within the Special District, according to such annual budget as may be approved by the Board of Commissioners in its discretion for such purposes; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision

of this service, such as any user fees, charges, fines, grants, and/or donations, if applicable.

3. The above fees, assessments, and/or taxes shall be collected from within the Special District by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
4. Fees, assessments, and/or taxes levied within the Special District shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
5. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON July 17, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: _____


Gary Usry, Chairman

Attest:


Sylvia V. Hill, 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: **GREENE**

Service: **Property Tax Assessment**

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.): **Greene County Board of Tax Assessors**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

The original SDS did not include this service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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?

The Greene County Tax Assessor's Office provides tax valuation services countywide as required by the Georgia Department of Revenue. The five member Board of Tax Assessors oversees the valuation process for tax purposes, along with other statutory countywide functions. Funding for the Office is derived through countywide revenues.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE COUNTY**

Service: **Public Cemetery**

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: **Greensboro and Union Point**)

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.).

Local Government or Authority	Funding Method
Greensboro	Lot Sales, General Funds
Union Point	Lot Sales, General Funds, Maintenance Fees

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

No change

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 8/29/18

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:



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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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: **GREENE**

Service: **Public Health 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.): **Greene County Health Department**
- 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.).

Local Government or Authority	Funding Method
Greene County	General Fund

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

No change. The Greene County Health Department is staffed by State of Georgia employees and funding is provided by the State. Greene County provides a funding subsidy through its General Fund for the provision of county-wide public health services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 10/31/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: GREENE COUNTY

Service: Public Sanitary Sewerage

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.):
- 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.): **Greensboro and Union Point (see attached map)**

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.).

Local Government or Authority	Funding Method
Greensboro	Enterprise Funds, User Fees
Union Point	Enterprise Funds, User Fees

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 7/17/18

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:

APR 1 1981





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: **GREENE COUNTY**

Service: **Public Water Supply**

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.):
- 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.): **Greensboro, Union Point, Siloam, Woodville and White Plains (see attached map)**

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.).

Local Government or Authority	Funding Method
Greensboro	Enterprise Funds, User Fees
Siloam	Enterprise Funds, User Fees
Union Point	Enterprise Funds, User Fees
Woodville	Enterprise Funds, User Fees
White Plains	Enterprise Funds, User Fees

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

City of Union Point's service area has been expanded as reflected in the updated map.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

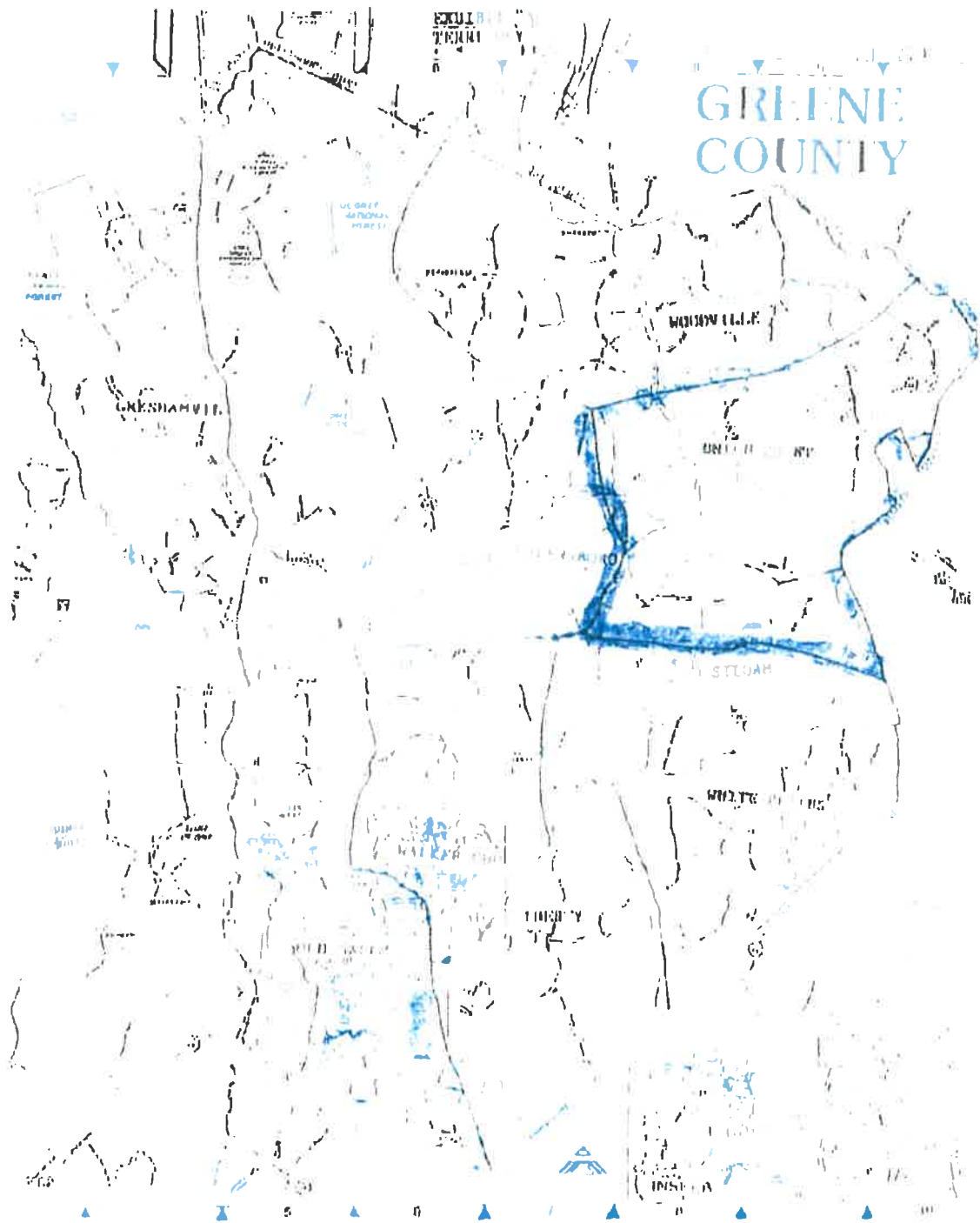
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

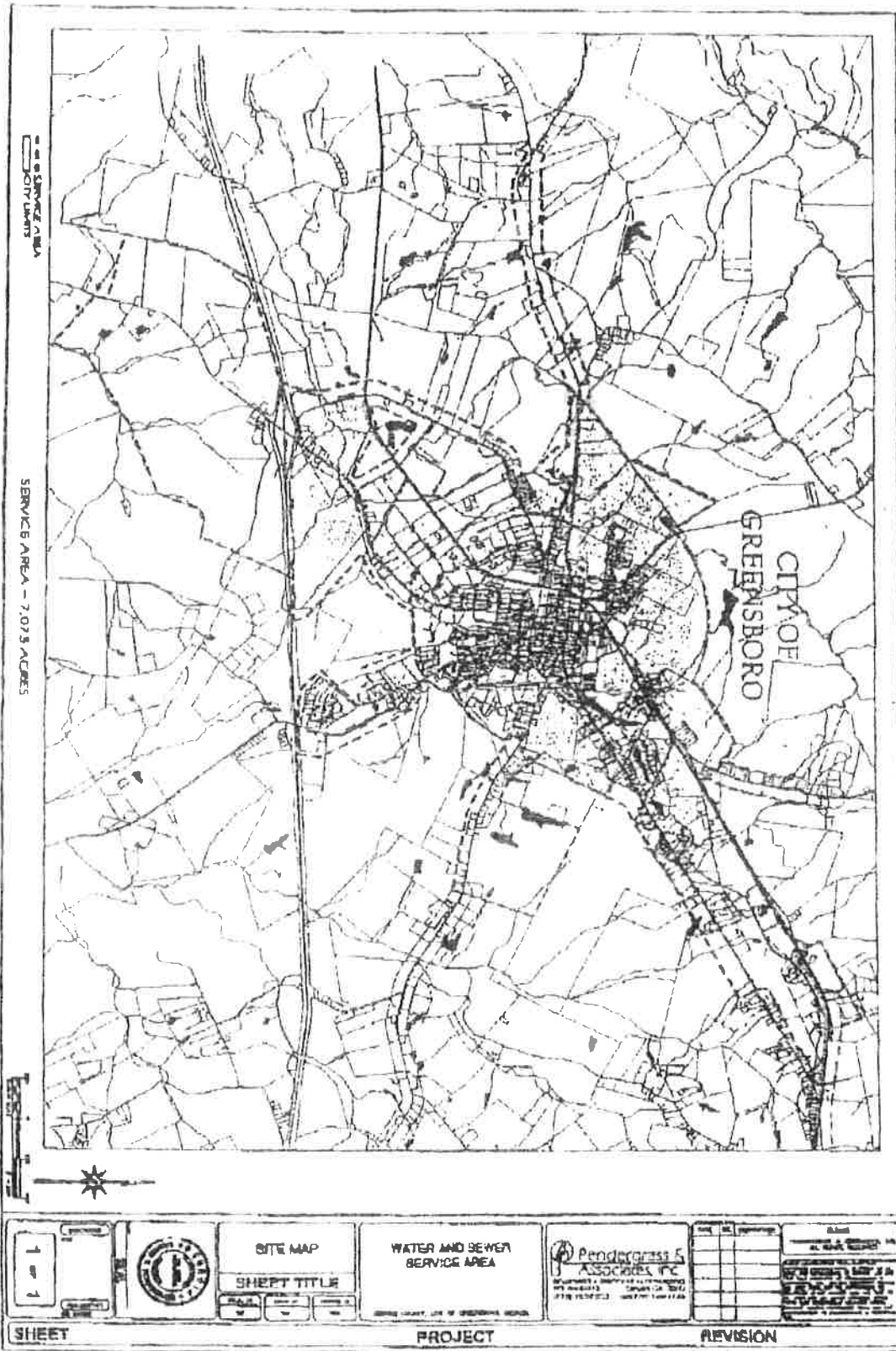
7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 8/13/18

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:

GREENE COUNTY

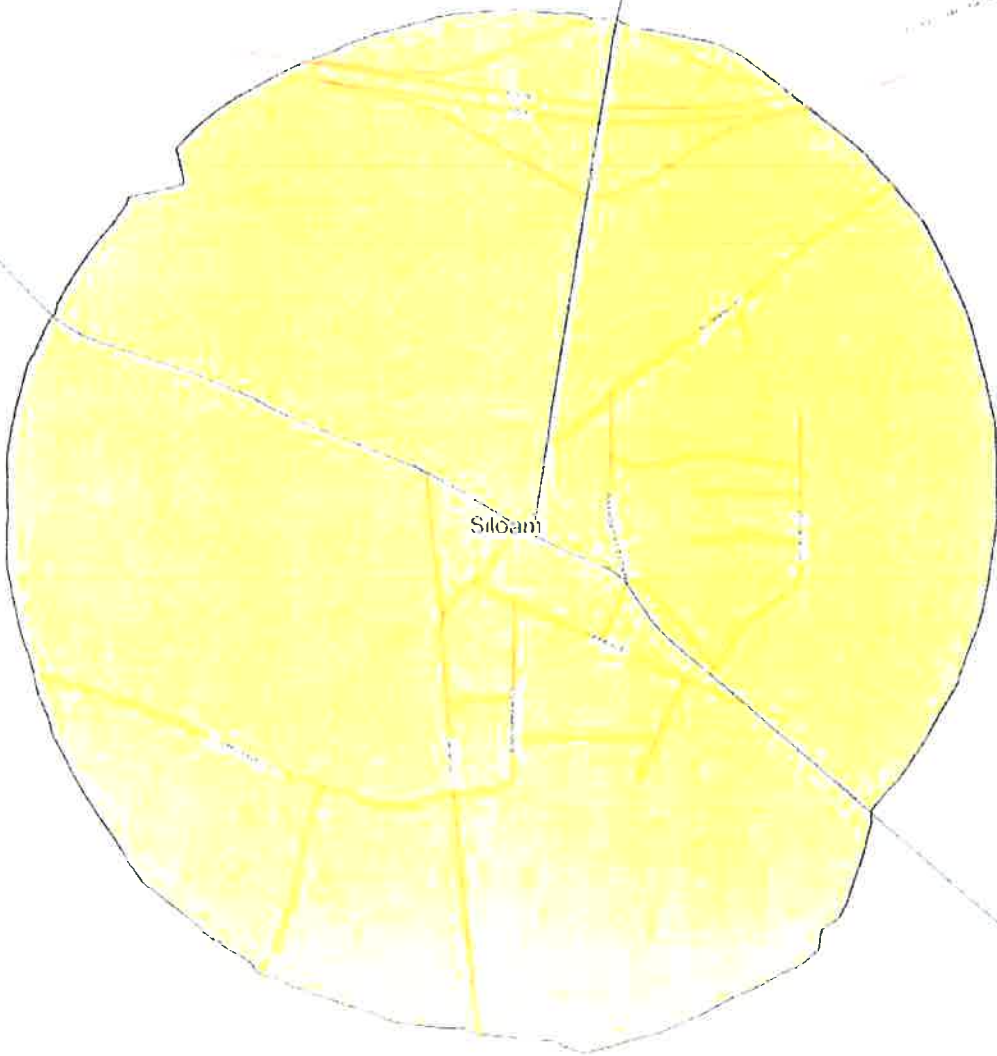




Water

**Siloam
Service Area**

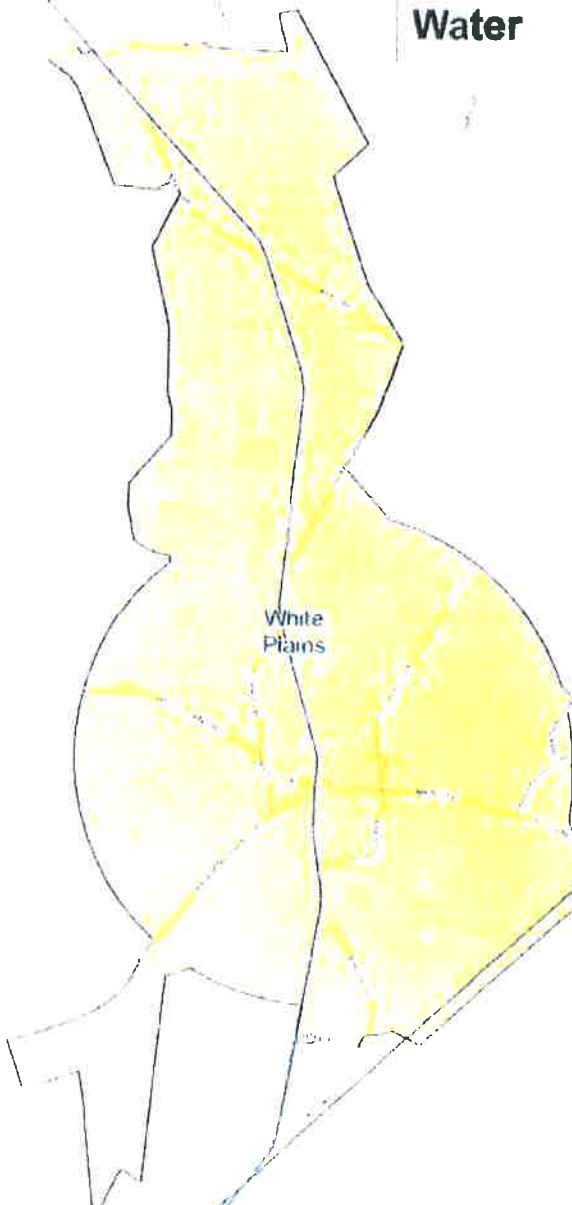
Siloam



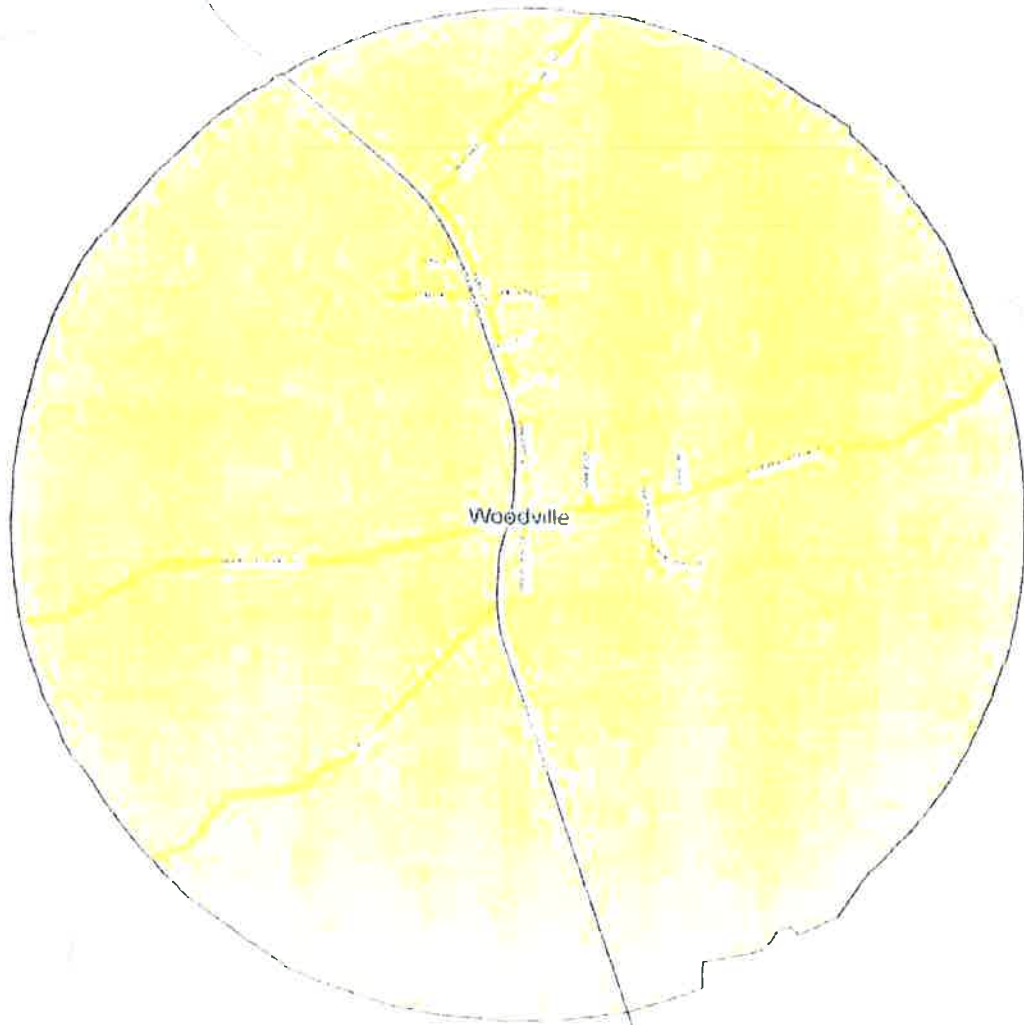
Water

**White Plains
Service Area**

White
Plains



Water **Woodville**
Service Area





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: GREENE COUNTY

Service: Recreation 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.): **Greene County Recreation 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.).

Local Government or Authority	Funding Method
Greene County	The Special Service District created pursuant to Paragraph 6, below.

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

Under the original SDS, recreation services was funded proportionately by Greene County, the cities of Greensboro, Union Point, Woodville, and White Plains, and the Town of Siloam in shares based on the Local Option Sales Tax (LOST) Formula. The County has since established a special services district that comprises the unincorporated area of Greene County, and the incorporated areas of Greensboro, Woodville, Union Point, White Plains and Siloam, and provides funding for recreation services based on the creation of the special service district. These funding arrangements are further described in intergovernmental agreements between the County and the municipalities.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement	Greene County, Greensboro	Renewable annually
Regarding the Funding and	Greene County, Siloam	Renewable annually
Administration of Recreation	Greene County, Woodville	Renewable annually
Services (5 separate	Greene County, White Plains	Renewable annually
agreements)	Greene County, Union Point	10/1/18 for a period of 10
		years

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

County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district consisting of the unincorporated areas of the County and the boundaries of the cities of Greensboro, Siloam, Woodville, Union Point and White Plains, with funding derived from property taxes, insurance premium taxes, assessments, and/or user fees levied in and collected from the special service district.

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 8/13/18

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:

RESOLUTION NUMBER 2018.8.30(c)

A RESOLUTION CREATING A SPECIAL DISTRICT FOR THE PROVISION OF RECREATION SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX. Sec. II, Para. VI of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. IX. Sec. IV. Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the Georgia Constitution, Art. IX. Sec. II. Para. III, authorizes any city, county, or any combination thereof, to provide services for parks, recreational areas, programs, and facilities; and

WHEREAS, pursuant to O.C.G.A. § 36-64-4, any county, municipality, or combination thereof may jointly provide, establish, maintain, and conduct a recreation system and jointly acquire property for and establish and maintain playgrounds, recreation centers, parks, and other recreational facilities and activities; and

WHEREAS, Greene County has contracted with the City of Greensboro, the City of Woodville, the City of Union Point, the City of White Plains, and the City of Siloam regarding the funding of recreation services through the creation of a special service district; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district consisting of the entire unincorporated area of Greene County, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Union Point, the City of White Plains, and the City of Siloam, for the provision and funding of recreation services for the citizens of Greene County located in the special district.

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

1. With the agreement of the City of Greensboro, the City of Woodville, the City of Union Point, the City of White Plains, and the City of Siloam, as indicated by their respective Mayor's signatures below and as provided for through intergovernmental agreements, the Board of Commissioners of Greene County hereby creates a Special District for recreation services consisting of the entire


unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Union Point, the City of White Plains, and the City of Siloam, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District").

2. The Board of Commissioners, on an annual basis, shall levy and collect property taxes, insurance premium taxes, assessments, and/or user fees within the Special District sufficient to fund recreation services within the Special District, according to such annual budget as may be approved by the Board of Commissioners in its discretion for such purposes; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as user fees, charges, fines, rents, grants, and donations.
3. The above fees, assessments, and/or taxes shall be collected from within the Special District by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
4. Fees, assessments, and/or taxes levied within the Special District shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
5. The oversight and governance of recreation services shall be through the Greene County Recreation Board ("Board") which shall consist of no more than five (5) County appointees, one of whom shall serve as Chair, one (1) appointee from the City of Union Point, and one (1) appointee from the City of Greensboro, for a maximum total of seven (7) members. The City of Union Point and City of Greensboro appointees shall be ex-officio members of the Board without voting rights on the Board.
6. All resolutions in conflict with this Resolution are hereby repealed.

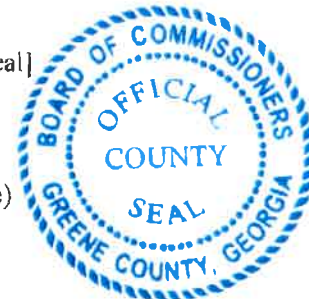
ADOPTED ON August 30, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: 
Gary Usry, Chairman

Attest: 
Sylvia V. Hill, County Clerk

[County Seal]



(signature continue on following page)

CITY OF GREENSBORO

Alan Wright
Alan Wright, Mayor

3/13

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

_____, Mayor

CITY OF WHITE PLAINS

_____, Mayor

CITY OF SILOAM

_____, Mayor

CITY OF GREENSBORO

, Mayor

CITY OF UNION POINT

Frank Jordan
Frank Jordan

Linier Rhoads
Linier Rhoads, Mayor



CITY OF WOODVILLE

, Mayor



CITY OF WHITE PLAINS

, Mayor

CITY OF SILOAM

, Mayor

CITY OF GREENSBORO

_____, Mayor

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

Phil Brock

Phil Brock, Mayor

CITY OF WHITE PLAINS

_____, Mayor

CITY OF SILOAM

_____, Mayor

CITY OF GREENSBORO

_____, Mayor


CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

_____, Mayor

CITY OF WHITE PLAINS



William A. Moore, Mayor

CITY OF SILOAM

_____, Mayor

CITY OF GREENSBORO

_____, Mayor

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

_____, Mayor

CITY OF WHITE PLAINS

_____, Mayor

CITY OF SILOAM

Karen S. Hill
Karen S. Hill, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF WOODVILLE REGARDING
THE FUNDING AND ADMINISTRATION OF RECREATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 24th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF WOODVILLE, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of recreation services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for recreation services and facilities; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Official Code of Georgia ("O.C.G.A.") § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public or private entities to assist such municipalities and counties in developing, establishing, and implementing its service delivery plan; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, in accordance with O.C.G.A. § 36-64-4, any county and municipality, any county or municipality, or combination thereof, may jointly provide, establish, maintain, and

conduct a recreation system and jointly acquire property for and establish playgrounds, recreation centers, parks, and other recreational facilities and activities; and

WHEREAS, in accordance with O.C.G.A. § 48-5-220(14), County taxes may be levied and collected for the purpose of acquiring, improving, and maintaining public parks; and

WHEREAS, the City and County agree or have agreed that the funding of the costs associated with providing recreation services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the annual budget for recreation services as may be approved by the Board of Commissioners in its discretion, within a Special District for recreation services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District"); and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the funding of the annual budget for recreation services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing recreation services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, rents, grants, and/or donations, if applicable.
2. The County's recreation system shall be administered by a Recreation Board as directed by a resolution of the County Board of Commissioners. The County Board of Commissioners shall have the discretion to make a determination to disband the Recreation Board.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year

2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.

4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's recreation system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's recreation system.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: Gary Usey

Print: GARY USEY
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk



CITY OF WOODVILLE

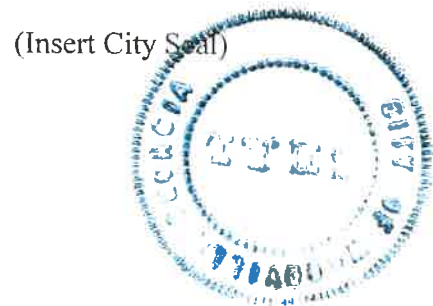
Signature: Phil Brock

Print: Phil Brock
Title: Mayor

Attest:

Signature: Cindy Sellers

Print: Cindy Sellers
Title: City Clerk



**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF WHITE PLAINS REGARDING
THE FUNDING AND ADMINISTRATION OF RECREATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 10 day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF WHITE PLAINS, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of recreation services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for recreation services and facilities; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Official Code of Georgia ("O.C.G.A.") § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public or private entities to assist such municipalities and counties in developing, establishing, and implementing its service delivery plan; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, in accordance with O.C.G.A. § 36-64-4, any county and municipality, any county or municipality, or combination thereof, may jointly provide, establish, maintain, and

conduct a recreation system and jointly acquire property for and establish playgrounds, recreation centers, parks, and other recreational facilities and activities; and

WHEREAS, in accordance with O.C.G.A. § 48-5-220(14), County taxes may be levied and collected for the purpose of acquiring, improving, and maintaining public parks; and

WHEREAS, the City and County agree or have agreed that the funding of the costs associated with providing recreation services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the annual budget for recreation services as may be approved by the Board of Commissioners in its discretion, within a Special District for recreation services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District"); and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the funding of the annual budget for recreation services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing recreation services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, rents, grants, and/or donations, if applicable.
2. The County's recreation system shall be administered by a Recreation Board as directed by a resolution of the County Board of Commissioners. The County Board of Commissioners shall have the discretion to make a determination to disband the Recreation Board.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year

2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.

4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's recreation system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's recreation system.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY OSEY
Print: GARY OSEY
Title: Chairman

Attest:

Signature: Sylvia Hill
Print: Sylvia Hill
Title: County Clerk



CITY OF WHITE PLAINS

Signature: William R Moore
Print: William R Moore
Title: Mayor

Attest:

Signature: Amy Coleman
Print: Amy Coleman
Title: City Clerk

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF GREENSBORO REGARDING
THE FUNDING AND ADMINISTRATION OF RECREATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 4th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF GREENSBORO, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of recreation services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for recreation services and facilities; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Official Code of Georgia ("O.C.G.A.") § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public or private entities to assist such municipalities and counties in developing, establishing, and implementing its service delivery plan; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, in accordance with O.C.G.A. § 36-64-4, any county and municipality, any county or municipality, or combination thereof, may jointly provide, establish, maintain, and

conduct a recreation system and jointly acquire property for and establish playgrounds, recreation centers, parks, and other recreational facilities and activities; and

WHEREAS, in accordance with O.C.G.A. § 48-5-220(14), County taxes may be levied and collected for the purpose of acquiring, improving, and maintaining public parks; and

WHEREAS, the City and County agree or have agreed that the funding of the costs associated with providing recreation services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the annual budget for recreation services as may be approved by the Board of Commissioners in its discretion, within a Special District for recreation services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District"); and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the funding of the annual budget for recreation services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing recreation services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, rents, grants, and/or donations, if applicable.
2. The County's recreation system shall be administered by a Recreation Board as directed by a resolution of the County Board of Commissioners. Until such time as the County Board of Commissioners may determine in its discretion to disband the Recreation Board, the City shall be entitled to appoint one ex-officio member to the County Recreation Board, and said appointee shall not have voting rights.

3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's recreation system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's recreation system.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY USEY

Print: GARY USEY
Title: Chairman

Attest:

Signature: SYLVIA HILL

Print: SYLVIA HILL
Title: County Clerk



(Insert County Seal)

CITY OF GREENSBORO

Signature: _____

Print: _____
Title: Mayor

Attest:

Signature: _____

Print: _____
Title: City Clerk

(Insert City Seal)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: _____

Print: _____

Title: Chairman

Attest:

Signature: _____

Print: _____

Title: County Clerk

(Insert County Seal)

CITY OF GREENSBORO

Signature: Glenn Wright

Print: Glenn Wright

Title: Mayor

Attest:

Signature: Larry Postell

Print: LARRY POSTELL

Title: City Clerk

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF SILOAM REGARDING
THE FUNDING AND ADMINISTRATION OF RECREATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 13th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF SILOAM, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of recreation services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for recreation services and facilities; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Official Code of Georgia ("O.C.G.A.") § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public or private entities to assist such municipalities and counties in developing, establishing, and implementing its service delivery plan; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, in accordance with O.C.G.A. § 36-64-4, any county and municipality, any county or municipality, or combination thereof, may jointly provide, establish, maintain, and

conduct a recreation system and jointly acquire property for and establish playgrounds, recreation centers, parks, and other recreational facilities and activities; and

WHEREAS, in accordance with O.C.G.A. § 48-5-220(14), County taxes may be levied and collected for the purpose of acquiring, improving, and maintaining public parks; and

WHEREAS, the City and County agree or have agreed that the funding of the costs associated with providing recreation services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the annual budget for recreation services as may be approved by the Board of Commissioners in its discretion, within a Special District for recreation services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District"); and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the funding of the annual budget for recreation services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing recreation services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, rents, grants, and/or donations, if applicable.
2. The County's recreation system shall be administered by a Recreation Board as directed by a resolution of the County Board of Commissioners. The County Board of Commissioners shall have the discretion to make a determination to disband the Recreation Board.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year

2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.

4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's recreation system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's recreation system.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: Gary Isay
Print: Gary Isay
Title: Chairman

Attest:

Signature: Sylvia Hill
Print: Sylvia Hill
Title: County Clerk



(Insert County Seal)

CITY OF SILOAM

Signature: Karen S. Hill
Print: Karen S. Hill
Title: Mayor

Attest:

Signature: Nancy R Miller
Print: Nancy R Miller
Title: City Clerk

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF UNION POINT REGARDING
THE FUNDING AND ADMINISTRATION OF RECREATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 30th day of August, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF UNION POINT, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding and administration of recreation services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for recreation services and facilities; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Official Code of Georgia ("O.C.G.A.") § 36-70-3 authorizes governing bodies of municipalities and counties to enter into contracts amongst themselves and with other public or private entities to assist such municipalities and counties in developing, establishing, and implementing its service delivery plan; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, in accordance with O.C.G.A. § 36-64-4, any county and municipality, any county or municipality, or combination thereof, may jointly provide, establish, maintain, and

conduct a recreation system and jointly acquire property for and establish playgrounds, recreation centers, parks, and other recreational facilities and activities; and

WHEREAS, in accordance with O.C.G.A. § 48-5-220(14), County taxes may be levied and collected for the purpose of acquiring, improving, and maintaining public parks; and

WHEREAS, the City and County agree or have agreed that the funding of the costs associated with providing recreation services throughout the County will, beginning with Fiscal Year 2019, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the annual budget for recreation services as may be approved by the Board of Commissioners in its discretion, within a Special District for recreation services consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District"); and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that the funding of the annual budget for recreation services shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes should begin and be effective for Fiscal Year 2019; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes on property located within the jurisdiction of the City beginning with and including Fiscal Year 2019, in furtherance of contributing to the funding of the annual budget for providing recreation services throughout the County through the creation of the Special District; provided however, that before levying a property tax within the Special District, the County shall first apply non-ad valorem revenues generated from within the Special District for the provision of this service, such as any user fees, charges, rents, grants, and/or donations, if applicable.
2. The County's recreation system shall be administered by a Recreation Board as directed by a resolution of the County Board of Commissioners
3. Until such time as the County Board of Commissioners may determine in its discretion to disband the Recreation Board, the City shall be entitled to appoint one ex-officio member to

the County Recreation Board, and said appointee shall not have voting rights.

4. This Agreement shall run from October 1, 2018, for a period of ten (10) years.
5. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and administration of the County's recreation system. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the County's recreation system.
6. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
7. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
8. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
9. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
11. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
12. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.


[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: 
Print: GARY USRY
Title: Chairman

Attest:

Signature: 
Print: Sylvie V. Hill
Title: County Clerk



(Insert County Seal)

CITY OF UNION POINT

Signature: 
Print: Lanier Rhodes
Title: Mayor

Attest:

Signature: 
Print: Sheila Johnson
Title: City Clerk



(Insert City Seal)



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:GREENE

Service:Road, Street, & Bridge Maintenance

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.): **Service Provider: Greene County, City of Greensboro, City of Union Point, City of Woodville, City of Siloam, City of White Plains**

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.).

Local Government or Authority	Funding Method
Greene County	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Greensboro	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Union Point	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Woodville	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Siloam	General Fund, State and Federal Grant and SPLOST (as allocated)
City of White Plains	General Fund, State and Federal Grant and SPLOST (as allocated)

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

No change.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 08/13/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE**

Service: **Senior Citizens Center**

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.): **Greene 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund, State and Federal Grant Funding

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

No change.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**

Phone number: **706-453-7716** Date completed: 07/17/2018

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:

TYPE CONTACT NAME, TITLE & PHONE HERE



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: GREENE COUNTY

Service: Solid Waste 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.):
- 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.): **Greene County, on behalf of ("o/b/o") Union Point*, Greene County o/b/o Greensboro, Greene County o/b/o Siloam, Greene County o/b/o Woodville, Greene County o/b/o White Plains (*For Fiscal Year 2019, Union Point will provide solid waste collection services within its jurisdiction, and thereafter, will be included in the special service district created by the County with regard to the County's provision of solid waste collection services on Union Point's behalf as referenced in the intergovernmental agreement identified below in paragraph 5.) (See attached map)**

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.).

Local Government or Authority	Funding Method
Greene County	Special Service District
Union Point	General Fund, User Fees (for one year, and then included in Special Service)
	District created by Greene County)

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

Under the original SDS, funding for solid waste services was to come from the County's General Fund and be provided countywide. The County has or will create a Special Services District to assess a fee against every residentially improved property and every personal property mobile home in the unincorporated areas and in the incorporated areas of Greensboro, Woodville, Siloam, and White Plains, and as further detailed in the below-referenced intergovernmental agreements and described below in paragraph 6. The City of Union Point will be responsible for providing this service within its jurisdiction for the first year, and thereafter, Union Point will be included in the Special Service District created by the County, and as further detailed in the below referenced intergovernmental agreements.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for Solid Waste Collection Services (5 separate agreements)	Greene County and Greensboro Greene County and Woodville Greene County and Siloam Greene County and White Plains	renewable annually renewable annualy renewable annually renewable annually
	Greene County and Union Point	10/1/18 for 5 years and renew annually for years 6 thru 10

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

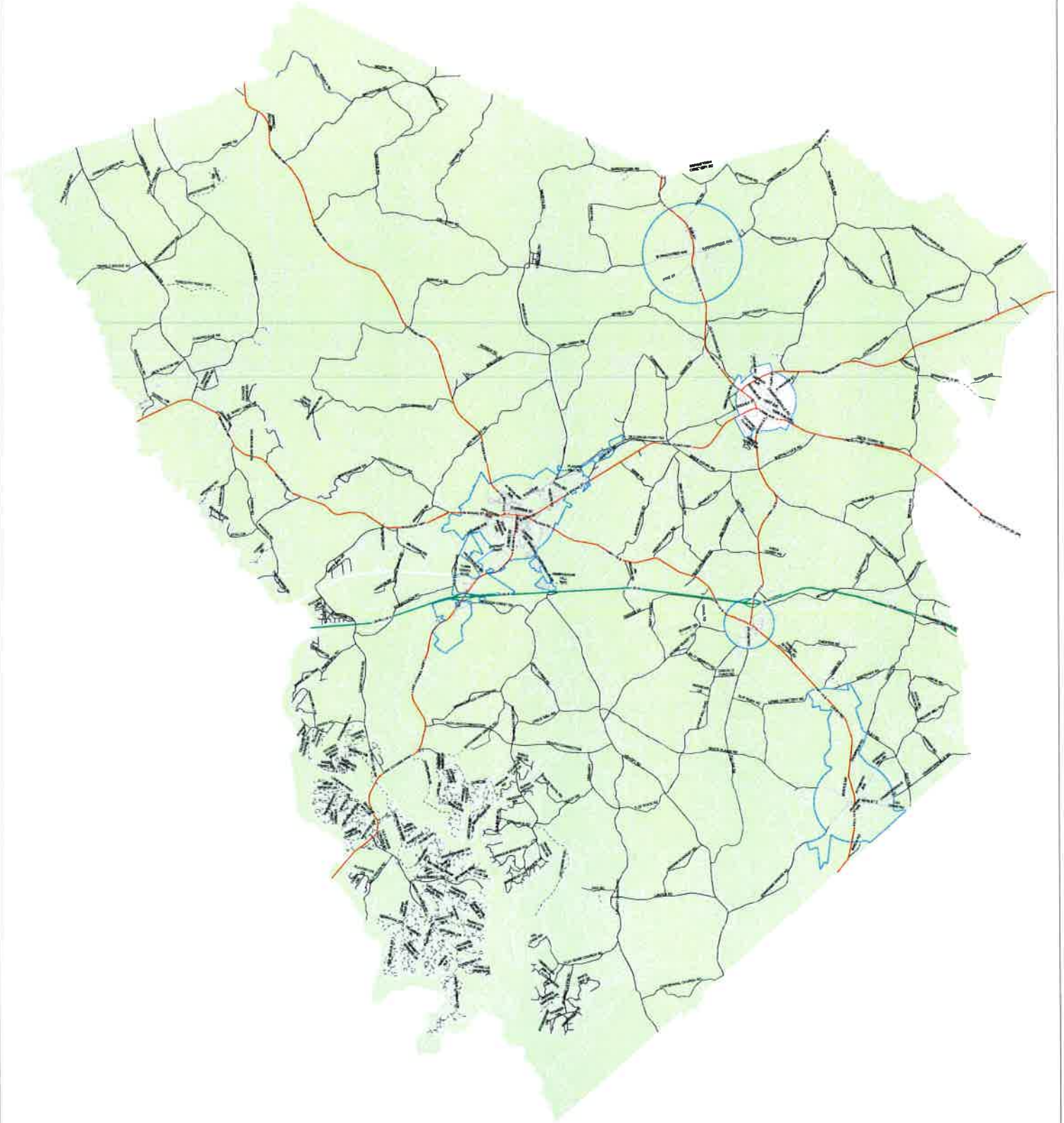
County shall adopt a resolution or ordinance by August 31, 2018 creating a special service district for Fiscal Year 2019 consisting of exclusively the unincorporated areas of the County and the incorporated areas of Greensboro, Woodville, Siloam and White Plains, with funding derived from property taxes, insurance premium taxes, assessments, and/or user fees levied in and collected from the special service district. Said resolution will add Union Point into the Special Service District beginning in Fiscal Year 2020.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 10/31/2018

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:

Greene County Solid Waste Collection Services



Union Point Providing Services For FY2019



Greene County Providing Services Through Special Service District

RESOLUTION NUMBER 2018.8.30(d)

A RESOLUTION CREATING A SPECIAL DISTRICT FOR THE PROVISION OF SOLID WASTE COLLECTION SERVICES; PROVIDING FOR THE LEVY AND COLLECTION OF FEES, ASSESSMENTS, AND/OR TAXES WITHIN SAID DISTRICT; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, Art. IX, Sec. II, Para. VI of the 1983 Georgia Constitution provides that “special districts may be created for the provision of local government services within such districts: and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor”: and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution: and

WHEREAS, the Georgia Constitution, Art. IX, Sec. IV, Para. II, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the Georgia Constitution, Art. IX, Sec. II, Para. III, authorizes any city, county, or any combination thereof, to provide for solid waste collection and disposal; and

WHEREAS, the City of Union Point is providing “solid waste collection services” to its municipal residents for Fiscal Year 2019, and as used in this recital, the term “solid waste collection services” shall refer to and describe any form of solid waste collection services provided by the City of Union Point to its municipal residents in Fiscal Year 2019 as deemed appropriate by City of Union Point and within its sole discretion: and

WHEREAS, as used in this recital and hereinafter, the term “solid waste collection services” shall refer to and describe current curb-side service provided pursuant to existing contract between the County and a third-party solid waste contractor, which includes once per week pick-up of residential solid waste for one roll-out; and

WHEREAS, Greene County has contracted with the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains regarding the funding of solid waste collection services for Fiscal Year 2019 through the creation of a special services district; and

WHEREAS, Greene County has contracted with the City of Greensboro, the City of Woodville, the City of Siloam, the City of Union Point, and the City of White Plains regarding the funding of solid waste collection services beginning in Fiscal Year 2020 through the creation of a special services district; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district for Fiscal Year 2019 consisting of the entire unincorporated area of Greene County, together with the incorporated limits of the City of

Greensboro, the City of Woodville, the City of White Plains, and the City of Siloam, for the provision and funding of solid waste collection services for Fiscal Year 2019 for the citizens of Greene County located in the special district; and

WHEREAS, the Board of Commissioners has determined that the public interest will be served by the creation of a special district beginning in Fiscal Year 2020 consisting of the entire unincorporated area of Greene County, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of White Plains, the City of Siloam for the provision and funding of solid waste collection services beginning in Fiscal Year 2020 for the citizens of Greene County located in the special district.

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

1. With the agreement of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains, as indicated by their respective Mayor's signatures below and as provided for through intergovernmental agreements, the Board of Commissioners of Greene County hereby creates a Special District for solid waste collection services for Fiscal Year 2019 consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Fiscal Year 2019 Special District").
2. With the agreement of the City of Greensboro, the City of Woodville, the City of Siloam, the City of Union Point, and the City of White Plains, as indicated by their respective Mayor's signatures below and as provided for through intergovernmental agreements, the Board of Commissioners of Greene County hereby creates a Special District for solid waste collection services beginning Fiscal Year 2020 consisting of the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, the City of Siloam, and the City of White Plains as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District Beginning Fiscal Year 2020").
3. The Board of Commissioners, in Fiscal Year 2019, shall levy and collect fees, assessments, and/or taxes within the Fiscal Year 2019 Special District sufficient to fund solid waste collection services within the Fiscal Year 2019 Special District, by levying and collecting an annual assessment or fee in the amount of the actual cost charged by the solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Fiscal Year 2019 Special District, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of this Resolution, as being subject to such solid waste collection assessment.

4. The Board of Commissioners, on an annual basis beginning in Fiscal Year 2020, shall levy and collect fees, assessments, and/or taxes within the Special District Beginning Fiscal Year 2020 sufficient to fund solid waste collection services within the Special District Beginning Fiscal Year 2020, by levying and collecting an annual assessment or fee in the amount of the actual cost charged by the solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Special District Beginning Fiscal Year 2020, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of this Resolution, as being subject to such solid waste collection assessment.
5. The above fees, assessments, and/or taxes shall be collected from within the Fiscal Year 2019 Special District and Special District Beginning Fiscal Year 2020 by the Tax Commissioner in the same manner as provided by law for state and county fees, assessments, and taxes.
6. Fees, assessments, and/or taxes levied within the Fiscal Year 2019 Special District and Special District Beginning Fiscal Year 2020 shall be subject to interest and penalties to the same extent as provided by law for other County taxes.
7. All resolutions in conflict with this Resolution are hereby repealed.

ADOPTED ON AUGUST 30, 2018.

GREENE COUNTY BOARD OF
COMMISSIONERS

By: 
Gary Usry, Chairman

Attest: 
Sylvia V. Hill, County Clerk

[County Seal]



(signatures continue on following page)

CITY OF GREENSBORO

Glen Wright
GLEN WRIGHT, Mayor

SELL

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

_____, Mayor

CITY OF WHITE PLAINS

_____, Mayor

CITY OF SILOAM

_____, Mayor

CITY OF GREENSBORO

Mayor



Sheila Jordan
Sheila Jordan

CITY OF UNION POINT

Laura Rhodes
Laura Rhodes Mayor



CITY OF WOODVILLE

Mayor

CITY OF WHITE PLAINS

Mayor

CITY OF SILOAM

Mayor

CITY OF GREENSBORO

_____, Mayor

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

Paul Brock

Paul Brock, Mayor

CITY OF WHITE PLAINS

_____, Mayor

CITY OF SILOAM

_____, Mayor

CITY OF GREENSBORO

_____, Mayor


CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

_____, Mayor

CITY OF WHITE PLAINS


_____, Mayor

CITY OF SILOAM

_____, Mayor

CITY OF GREENSBORO

_____, Mayor

CITY OF UNION POINT

_____, Mayor

CITY OF WOODVILLE

_____, Mayor

CITY OF WHITE PLAINS

_____, Mayor

CITY OF SILOAM

Karen S. Hill
_____, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF WHITE PLAINS REGARDING
THE FUNDING OF SOLID WASTE COLLECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 10 day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF WHITE PLAINS, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding of solid waste collection services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for solid waste collection; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the term "solid waste collection services" as used throughout this Agreement to describe services provided by the County shall mean and refer to curb-side service provided pursuant to contract between the County and a third-party solid waste contractor, which includes once per week pick-up of residential solid waste for one roll-out cart; and

WHEREAS, the City and County agree that in Fiscal Year 2019, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the

County and within the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Fiscal Year 2019 Special District"), and

WHEREAS, the City and County agree that beginning in Fiscal Year 2020, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the County and within the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District Beginning Fiscal Year 2020"), and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates and/or user fees, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District and Special District Beginning Fiscal Year 2020 (collectively, the "Special Districts") shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special Districts, the County should be authorized by the City to collect corresponding ad valorem taxes, assessments and/or fees from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes, assessments and/or fees should begin and be effective for Fiscal Year 2019 and thereafter for the term of this Agreement; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in Fiscal Year 2019 in furtherance of funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District through

the creation of the Fiscal Year 2019 Special District. The County may within the Fiscal Year 2019 Special District levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Fiscal Year 2019 Special District. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Fiscal Year 2019 Special District, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.

2. On an annual basis beginning in Fiscal Year 2020, the County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in furtherance of funding for the provision of solid waste collection services to the Special District Beginning Fiscal Year 2020 through the creation of the Special District Beginning Fiscal Year 2020. The County may, beginning in Fiscal Year 2020, levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Special District Beginning Fiscal Year 2020. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Special District Beginning Fiscal Year 2020, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and provision of solid waste collection services in the Special District. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the funding and provision of solid waste collection services in the Special District.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY USEY

Print: GARY USEY
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk



CITY OF WHITE PLAINS

Signature: William R Moore

Print: William R Moore
Title: Mayor

Attest:

Signature: Amy C Coleman

Print: Amy C Coleman
Title: City Clerk

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF WOODVILLE REGARDING
THE FUNDING OF SOLID WASTE COLLECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 24th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF WOODVILLE, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding of solid waste collection services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for solid waste collection; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the term "solid waste collection services" as used throughout this Agreement to describe services provided by the County shall mean and refer to curb-side service provided pursuant to contract between the County and a third-party solid waste contractor, which includes once per week pick-up of residential solid waste for one roll-out cart; and

WHEREAS, the City and County agree that in Fiscal Year 2019, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the

County and within the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Fiscal Year 2019 Special District"), and

WHEREAS, the City and County agree that beginning in Fiscal Year 2020, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the County and within the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District Beginning Fiscal Year 2020"), and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates and/or user fees, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District and Special District Beginning Fiscal Year 2020 (collectively, the "Special Districts") shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special Districts, the County should be authorized by the City to collect corresponding ad valorem taxes, assessments and/or fees from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes, assessments and/or fees should begin and be effective for Fiscal Year 2019 and thereafter for the term of this Agreement; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in Fiscal Year 2019 in furtherance of funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District through

the creation of the Fiscal Year 2019 Special District. The County may within the Fiscal Year 2019 Special District levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Fiscal Year 2019 Special District. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Fiscal Year 2019 Special District, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.

2. On an annual basis beginning in Fiscal Year 2020, the County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in furtherance of funding for the provision of solid waste collection services to the Special District Beginning Fiscal Year 2020 through the creation of the Special District Beginning Fiscal Year 2020. The County may, beginning in Fiscal Year 2020, levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Special District Beginning Fiscal Year 2020. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Special District Beginning Fiscal Year 2020, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and provision of solid waste collection services in the Special District. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the funding and provision of solid waste collection services in the Special District.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY USEY

Print: GARY USEY
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk



(Insert County Seal)

CITY OF WOODVILLE

Signature: Phil Brock

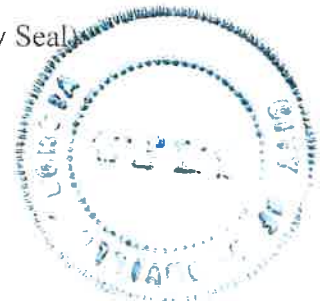
Print: Phil Brock
Title: Mayor

Attest:

Signature: Cindy Sellers

Print: Cindy Sellers
Title: City Clerk

(Insert City Seal)



**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF GREENSBORO REGARDING
THE FUNDING OF SOLID WASTE COLLECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 4th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF GREENSBORO, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding of solid waste collection services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for solid waste collection; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the term "solid waste collection services" as used throughout this Agreement to describe services provided by the County shall mean and refer to curb-side service provided pursuant to contract between the County and a third-party solid waste contractor, which includes once per week pick-up of residential solid waste for one roll-out cart; and

WHEREAS, the City and County agree that in Fiscal Year 2019, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the

City of Siloam, and the City of White Plains will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the “Fiscal Year 2019 Special District”), and

WHEREAS, the City and County agree that beginning in Fiscal Year 2020, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the County and within the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the “Special District Beginning Fiscal Year 2020”), and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates and/or user fees, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties’ agreement that funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District and Special District Beginning Fiscal Year 2020 (collectively, the “Special Districts”) shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special Districts, the County should be authorized by the City to collect corresponding ad valorem taxes, assessments and/or fees from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County’s collection of such ad valorem taxes, assessments and/or fees should begin and be effective for Fiscal Year 2019 and thereafter for the term of this Agreement; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in Fiscal Year 2019 in furtherance of funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District through the creation of the Fiscal Year 2019 Special District. The County may within the Fiscal Year

2019 Special District levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Fiscal Year 2019 Special District. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Fiscal Year 2019 Special District, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.

2. On an annual basis beginning in Fiscal Year 2020, the County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in furtherance of funding for the provision of solid waste collection services to the Special District Beginning Fiscal Year 2020 through the creation of the Special District Beginning Fiscal Year 2020. The County may, beginning in Fiscal Year 2020, levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Special District Beginning Fiscal Year 2020. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Special District Beginning Fiscal Year 2020, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and provision of solid waste collection services in the Special District. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the funding and provision of solid waste collection services in the Special District.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: GARY USEY

Print: GARY USEY
Title: Chairman

Attest:

Signature: Sylvia Hill

Print: Sylvia Hill
Title: County Clerk

CITY OF GREENSBORO

Signature: _____

Print: _____
Title: Mayor

Attest:

Signature: _____

Print: _____
Title: City Clerk



(Insert County Seal)

(Insert City Seal)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: _____

Print: _____

Title: Chairman

Attest:

Signature: _____

Print: _____

Title: County Clerk

(Insert County Seal)

CITY OF GREENSBORO

Signature: Glen Wright

Print: Glen Wright

Title: Mayor

Attest:

Signature: Larry Patell

Print: LARRY PATELL

Title: City Clerk

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF SILOAM REGARDING
THE FUNDING OF SOLID WASTE COLLECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 13th day of September, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF SILOAM, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding of solid waste collection services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for solid waste collection; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the term "solid waste collection services" as used throughout this Agreement to describe services provided by the County shall mean and refer to curb-side service provided pursuant to contract between the County and a third-party solid waste contractor, which includes once per week pick-up of residential solid waste for one roll-out cart; and

WHEREAS, the City and County agree that in Fiscal Year 2019, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the

County and within the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Fiscal Year 2019 Special District"), and

WHEREAS, the City and County agree that beginning in Fiscal Year 2020, the funding of the costs associated with providing solid waste collection services within the unincorporated area of the County and within the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point will be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Woodville, the City of Siloam, the City of White Plains, and the City of Union Point, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District Beginning Fiscal Year 2020"), and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates and/or user fees, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District and Special District Beginning Fiscal Year 2020 (collectively, the "Special Districts") shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special Districts, the County should be authorized by the City to collect corresponding ad valorem taxes, assessments and/or fees from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes, assessments and/or fees should begin and be effective for Fiscal Year 2019 and thereafter for the term of this Agreement; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in Fiscal Year 2019 in furtherance of funding for the provision of solid waste collection services to the Fiscal Year 2019 Special District through

the creation of the Fiscal Year 2019 Special District. The County may within the Fiscal Year 2019 Special District levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Fiscal Year 2019 Special District. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Fiscal Year 2019 Special District, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.

2. On an annual basis beginning in Fiscal Year 2020, the County may collect ad valorem taxes, assessments and/or user fees on property located within the jurisdiction of the City, in furtherance of funding for the provision of solid waste collection services to the Special District Beginning Fiscal Year 2020 through the creation of the Special District Beginning Fiscal Year 2020. The County may, beginning in Fiscal Year 2020, levy and collect an annual assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Special District Beginning Fiscal Year 2020. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Special District Beginning Fiscal Year 2020, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special Districts.
3. This Agreement shall run from year to year on a fiscal basis, beginning with Fiscal Year 2019 (i.e., October 1, 2018) and shall automatically renew on the first day of each fiscal year thereafter unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties.
4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and provision of solid waste collection services in the Special District. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the funding and provision of solid waste collection services in the Special District.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.

6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

[signature page follows]

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: Gary Dean
Print: GARY DEAN
Title: Chairman

Attest:

Signature: Sylvia Hill
Print: Sylvia Hill
Title: County Clerk

CITY OF SILOAM

Signature: Karen S. Hill
Print: Karen S. Hill
Title: Mayor

Attest:

Signature: Nancy R Miller
Print: Nancy R Miller
Title: City Clerk



(Insert County Seal)

(Insert City Seal)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GREENE COUNTY AND THE CITY OF UNION POINT REGARDING
THE FUNDING OF SOLID WASTE COLLECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 30th day of August, 2018, by and between GREENE COUNTY, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter the "County") and the CITY OF UNION POINT, a Georgia municipal corporation, by and through its Mayor and City Council (hereinafter the "City"), regarding the funding of solid waste collection services.

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 2, Paragraph 3, authorizes any city, county, or any combination thereof, to provide for solid waste collection; and

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Art. 9, Sec. 2, Paragraph 6 of the 1983 Georgia Constitution provides that "special districts may be created for the provision of local government services within such districts; and fees, assessments, and taxes may be levied and collected within such districts to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor"; and

WHEREAS, the above provision of the Georgia Constitution further provides that such special districts may be created and fees, assessments, or taxes may be levied and collected therein by county ordinance or resolution; and

WHEREAS, the Georgia Constitution, Art. 9, Sec. 4, Paragraph 2, provides that the governing authority of any county, municipality, or combination thereof may expend public funds to perform any public service or public function as authorized by this Constitution or by law or to perform any other service or function as authorized by this Constitution or by general law; and

WHEREAS, the term "solid waste collection services" as used throughout this Agreement to describe services provided by the City to its municipal residents under the first year of this Agreement shall mean and refer to any form of solid waste collection services that the City deems appropriate within its sole discretion;

WHEREAS, the term "solid waste collection services" as used throughout this Agreement to describe services provided by the County in all remaining years of this Agreement shall mean and refer to curb-side service provided pursuant to contract between the County and a third-party solid waste contractor, which includes once per week pick-up of residential solid waste for one

roll-out cart; and

WHEREAS, the City desires to provide solid waste collection services on its own to its municipal residents during the first year of this Agreement;

WHEREAS, thereafter, City and County agree that the funding of the costs associated with providing solid waste collection services within the unincorporated area of the County and within the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, the City of Siloam, and the City of White Plains will, beginning with Fiscal Year 2020, be borne by the levy and collection of property taxes, insurance premium taxes, assessments, or user fees sufficient to fund the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite and each and every unit of a residential multi-family homesite within the entire unincorporated area of Greene County, Georgia, together with the incorporated limits of the City of Greensboro, the City of Union Point, the City of Woodville, the City of Siloam, and the City of White Plains, as such incorporated limits currently exist and as they may be modified hereinafter from time to time (the "Special District"); and

WHEREAS, the County imposes and collects ad valorem taxes on real property located throughout the County in accordance with O.C.G.A. § 48-5-1 et seq.; and

WHEREAS, the County regularly establishes, by Resolution, various millage rates and/or user fees, one of which relates specifically to the Special District; and

WHEREAS, the City and County agree that, in furtherance of the parties' agreement that funding for the provision of solid waste collection services to the Special District shall be borne by the levy and collection of property taxes, insurance premium taxes, assessments, and/or user fees in the Special District, the County should be authorized by the City to collect corresponding ad valorem taxes, assessments and/or fees from real property located within the jurisdiction of the City; and

WHEREAS, the City and the County agree that the County's collection of such ad valorem taxes, assessments and/or fees should begin and be effective for Fiscal Year 2020 and thereafter for the term of this Agreement; and

NOW THEREFORE, the parties hereto agree to the above recitals and as follows:

1. The City shall provide its own solid waste collection services to its municipal residents from the period of October 1, 2018, through and including September 30, 2019. Such services shall be in the form and the manner as the City deems appropriate within its sole discretion.
2. As of October 1, 2019, the County may collect ad valorem taxes, assessments and/or user fees on real property located within the jurisdiction of the City, beginning with and including Fiscal Year 2020, and throughout the term of this Agreement, in furtherance of funding for the provision of solid waste collection services to the Special District through the creation of the Special District. The County may within the Special District levy and collect an annual

assessment or fee sufficient to cover the amount of the actual cost charged to the County by a third-party solid waste collection contractor to provide solid waste collection services to each single-family homesite, and each and every unit of a residential multi-family homesite located within the Special District. Said annual assessment or fee shall be placed on the annual tax account for each single-family homesite to provide funds for the provision of solid waste collection services in the Special District, provided that parcels with multiple single-family homesites shall be assessed a fee for each and every unit thereon. There shall be no exemptions authorized for the payment of this fee if such property, parcel and/or homesite is listed as of January 1st of each year, in accordance with the provisions of the County's Resolution pertaining to the Special District.

3. This Agreement shall run from October 1, 2018, for a maximum ten-year period, through and including September 30, 2028, as provided in this paragraph. For the initial five-year period from October 1, 2018 and ending on September 30, 2023, this Agreement shall not be subject to cancellation by either party. Thereafter, beginning on October 1, 2023, and ending at the latest on September 30, 2028, this Agreement shall be subject to automatic renewal each fiscal year from year to year for up to an additional five-year period, through and including September 30, 2028, unless notice of termination is provided from one party to the other. Such termination shall be accomplished by a party providing written notice to the other party on or before July 1 of the current fiscal year in which this Agreement is in effect or otherwise upon written agreement among the parties. This Agreement shall terminate at the latest as of September 30, 2028, unless terminated earlier per the terms of this paragraph.
4. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the funding and provision of solid waste collection services in the Special District. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the funding and provision of solid waste collection services in the Special District.
5. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
6. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
7. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.
8. The County and the City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.
9. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10. The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.
11. This Agreement shall become effective upon authorization and execution by the governing bodies of the City and the County.

(signature page follows)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

GREENE COUNTY

Signature: *Gary Usry*
Print: **GARY USRY**
Title: Chairman

Attest:
Signature: *Sylvia V. Hill*
Print: **Sylvia V. Hill**
Title: County Clerk

(Insert County Seal)



CITY OF UNION POINT

Signature: *Lanier Rhodes*
Print: **Lanier Rhodes**
Title: Mayor

Attest:
Signature: *Shirley Jordan*
Print: **Shirley Jordan**
Title: City Clerk

(Insert City Seal)





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:GREENE

Service:Street Lights

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.): **Service Provider: Greene County, City of Greensboro, City of Union Point, City of Woodville, City of Siloam, City of White Plains**

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.).

Local Government or Authority	Funding Method
Greene County	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Greensboro	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Union Point	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Woodville	General Fund, State and Federal Grant and SPLOST (as allocated)
City of Siloam	General Fund, State and Federal Grant and SPLOST (as allocated)
City of White Plains	General Fund, State and Federal Grant and SPLOST (as allocated)

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

The original SDS indicated that the County and Greensboro would use Hotel/Motel Taxes to help fund street lights, but since that time, use of these funds for this purpose have ceased.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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:GREENE

Service: *Transportation (Dial-A-Ride) 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.): **Greene County, through Thorne Transportation**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues, State and Federal Grant Funding

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

No change. Greene County utilizes a third-party operator (Thorne Transportation) to deliver transportation services falling under the Georgia Department of Transportation Federal Transit Administration Section 5311 Program. The service area for the transit program is countywide. Funding for the program is through federal and state grants, and contract revenue derived by the third-party operator. Greene County utilizes a third-party operator arrangement to provide transportation services.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
GDOT Section 5311 Program	GDOT; Greene County	Annual contract on state FY

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: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 12, 2018

Mr. Byron Lombard, County Manager
Greene County Board of Commissioners
1034 Silver Drive
Greensboro, GA 30642

In Re: FTA 5311 – FY19 Transit Operating
Project Number – T006255
Contract Amount - \$129,623.00

Dear Mr. Lombard:

Our records indicate you are in receipt of an executed electronic contract between the Department and Greene County dated September 11, 2018 on the above referenced project. The project contains 50% operating federal funds in the amount of \$129,623.00. There is an operating local match of 50% in the amount of \$129,623.00. This period is from July 01, 2018 – June 30, 2019. This letter serves as your notice to proceed to submit reimbursement requests.

If you have further questions, please do not hesitate to contact Toshiro Butler, Intermodal Contracts Manager, at (404) 631-1245, Tonya Fair, Contracts Specialist, at (404) 347-0536, or your Regional Public Transportation Specialist, Kristy 'Mellie' Pettit, at (478) 553-3410.

Sincerely,


Nancy C. Cobb, Interim Transit Program Manager &
Assistant Division Director

NCC:tf

**THIRD PARTY OPERATOR AGREEMENT
FOR OPERATION OF THE GREENE COUNTY TRANSIT SYSTEM
Between The Board of Commissioners of Greene County and
Thorne Transportation**

PREAMBLE

This agreement is effective the October 10, 2017, by and between the Board of Commissioners of Greene, County, hereinafter referred to as "COUNTY" and Thorne Transportation, hereinafter referred to as the Third Party Operator or "TPO",

WHEREAS, Greene County desires to outsource the operation and the management of the Greene County Transit System,

WHEREAS, Thorne Transportation desires to transport citizens currently being transported by The Greene County Transit System,

WHEREAS, because of mutual benefits and interest in providing public transportation to the citizens of Greene County,

WHEREAS, The COUNTY, as the governing body, is authorized under the Official Code of Georgia Annotated Title 32 to provide directly or through agreement with other parties, public transportation services,

WHEREAS, TPO presents itself as a ready, willing and able provider duly authorized and appropriately qualified to enter into a service agreement with the COUNTY for the purpose of operating public transportation services,

WHEREAS, the COUNTY and TPO agree to the terms listed in the following Articles,

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I. SCOPE OF WORK - OBLIGATIONS OF THE PARTIES

The COUNTY has engaged the TPO to operate the Section 5311 Transit System on behalf of the COUNTY. The COUNTY intends to provide the TPO with all necessary information and instruction to ensure that the Transit System is operated in accordance with "Georgia State Management Plan and Administrative Guide for Rural Public Transportation Programs". Nothing in this agreement absolves or diminishes the contractual relationship between the COUNTY and the State of Georgia Department of Transportation hereinafter referred to as "GDOT".

The COUNTY will provide the TPO with the following:

1. Copies of all existing Greene County policies, procedures, rules, regulations, and all other documents or information regarding the Greene County transit system.
2. Five (5) vehicles in good working condition, with all shop, maintenance, repair, and service information about each vehicle.

3. Provide vehicle insurance as prescribed by the GDOT in the 5311 Administrative Guide, provided that the TPO reimburses the County for said insurance costs.
4. Provide assistance in obtaining purchase of service contracts, marketing, or other business development activities as needed.
5. Non-interference in the operations of the Greene County Transit System to include scheduling and routing of vehicles, or supervision and management of employees.
6. Gasoline made available at the county fuel center, provided that the TPO reimburses the County for said gasoline. All purchases shall be without sale or use taxes.

The TPO will provide the COUNTY with the following:

1. All administrative services for the operation of the Section 5311 Rural Public Transportation System of Greene County in accordance with the policies and guidelines set by the COUNTY and GDOT.
2. Select, train, supervise, and manage the staff selected to operate the Greene County Transit System. All employees hired for the Greene County Transit System shall be employees of the TPO and not the county.
3. All required staff training including safety, customer service, vehicle inspections, CPR and 1st Aid, defensive driving, passenger assistance and drug and alcohol.
4. All required testing including alcohol and drug, driver skills, safety for safety sensitive employees.
5. Supervision and management of the Greene County Transit System to include staffing, routing, establishing fares, upkeep, and maintenance of vehicles, setting schedules and all other activities associated with the daily operations of the system.
6. Obtain an Audit performed by an independent auditor in compliance with State and Federal regulations, and make the audit available to county officials as needed.
7. Supervise the overall upkeep of the transit vehicles, which includes preventive maintenance, cleaning, repair, and component replacement as necessary. Vehicle supplies such as fire extinguishers, seat belt cutters, etc., will be maintained in good operating condition and replaced as necessary.
8. Indemnify the county to the limit permitted by Georgia law for all claims of liability of any third party resulting out of the TPO's operation of the Greene County Transit System, except where such liability arises out of any negligence of Greene County.
9. Implement service expansion and improvements as needed.
10. Permit GDOT or any other authorized representative of the county to inspect the records of the TPO as they relate to the operation of the Greene County Transit.

ARTICLE II. TRANSPORTATION/ADMINISTRATIVE SERVICES PROVIDED

The Services provided by the TPO under this Agreement shall conform to the following requirements:

1. Public transportation shall be available to the citizens of Greene County from 8:00AM to 5:00 PM, Monday through Friday, holidays excepted.
2. Contract transportation, POS and Charter, shall be provided by the TPO and will comply with all appropriate GDOT and Federal regulations. The TPO will develop the POS agreements for the signature of the contracting entity and the County Commissioner(s).
3. Office hours for trip reservations and scheduling will be Monday through Friday, from 8 am to 5 p.m. except for holidays. Public riders will be accommodated during these same hours. Vehicles may be required to operate outside of these hours in accordance with contracts for service.
4. All trips, individual requests or contract, will be scheduled at least 24 hours in advance. All such trips will be performed and the trip sheet documented to include the pick up and delivery site and the fee collected if any.
5. All GDOT reports, programmatic and financial will be completed on behalf of the COUNTY by the TPO.
6. Program implementation will be in accordance with the Georgia State Management Plan and the Administrative Guide for Rural Public Transportation Programs.

ARTICLE III. FLOW OF INFORMATION

COUNTY and TPO acknowledge a free flow of transportation relevant information between the parties is critical and necessary to both parties in order to fulfill all of the obligations, covenants, promises and warranties contained in this agreement.

The COUNTY will provide the following Programmatic/Administrative Information to the TPO:

1. A letter to the GDOT District Office authorizing the TPO to discuss the Section 5311 program on behalf of the COUNTY.
2. A copy of the Section 5311 budget as approved by GDOT.
3. Copies of relevant correspondence from GDOT.
4. Any and all information as requested relevant to the operation of the Transit System.
5. Proof of insurance on each 5311 vehicle to be used in the Greene County Transit Program.
6. Provide assistance to the TPO as needed and requested.

The TPO will provide the following information to the COUNTY as needed or requested:

1. Copies of all complaints received on the operation of the Transit and answers/corrective actions for those complaints.
2. Copies of Monthly Statistical reports for each vehicle.
3. Copies of The Driver's licenses of TPO's drivers.
4. Any information required by the COUNTY'S insurance companies, bonding agents or other vendors in their official capacities.
5. All reports prepared for GDOT, DHR, FTA, or other regulatory authority.
6. Copies of monthly statistically reports for each transit vehicle.
7. Copies of any fully executed Purchase of Service agreements.
8. Copies of monthly invoices to contracting entities for trips performed.
9. Any other information requested relating to the operation of the Transit System.
10. Copy of the TPO'S approved Drug and Alcohol Policy.

Financial and Reimbursement Provisions

1. The COUNTY will sign and submit the request to GDOT Section 5311 Operating Assistance Reimbursement Form prepared by the TPO.
2. The COUNTY will execute a POS agreement for the appropriate number of trips the TPO provides to the Senior Center
3. The COUNTY and TPO agree to cooperate fully with each other in obtaining all financial assistance available for the benefit of the Transit System.
4. County and TPO shall review the financial aspects of the transit system no sooner than 90 days nor more than 180 days after start date. Any TPO request for additional funding from County for Transit Operations shall be made by TPO only after the review and analysis.
5. The TPO shall assume all financial responsibility for any operating deficits until the county is notified in writing of TPO's intention to no longer fund the operating deficits.

ARTICLE IV .PERFORMANCE EVALUATION

The COUNTY and the TPO acknowledge certain minimum vehicle usage and revenue collection criteria have been established by GDOT. TPO shall use its best efforts to maximize the utilization of vehicles in Greene and surrounding counties to achieve the required efficiency rating and to meet DOT utilization requirements for vehicle usage and revenue collection. The COUNTY shall cooperate in every way to assist TPO in their efforts. The following elements shall be used as a guide in determining the effectiveness of the Transit System Operation:

1. The service shall compliment other services and not duplicate other Transportation services.
2. Monthly ridership shall, on the average exceed 500 passenger trips per month per vehicle.
3. Vehicle utilization should exceed 120 hours per month per vehicle.
4. Vehicles should be available for service during the approved hours of service.
5. Contracted services shall recover all costs of the system (fully allocated costs).
6. Overall ridership should exceed 0.5 passengers per vehicle service mile.
7. 20% of the total revenue should be received from fare paying non-agency passengers.

ARTICLE V. COMPLIANCE WITH LAWS

The COUNTY and TPO shall comply with relevant Federal and State laws and regulations pertaining to FTA Section 5311 Program Funds. All applicable law and regulations are published in the Federal Register and incorporated into the Administrative Guide for Rural Public Transportation Programs.

Said laws include but are not limited to:

Prompt Payment

The COUNTY is required to pay the TPO performing work related to this contract for satisfactory performance of that work no later than 30 days after the COUNTY's receipt of payment for that work from the State Department of Transportation. In addition, the COUNTY is required to return any retainage payment to the TPO within 30 days after the TPO's work related to this contract is satisfactorily completed.

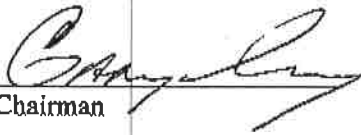
NOTE: The COUNTY may withhold payment only for just cause, and must notify the State in writing of its intent to withhold payment prior to actually withholding payment. The COUNTY shall not withhold, delay or postpone payment without first receiving written approval from the State.

ARTICLE VI. TERM OF AGREEMENT AND TERMINATION OF AGREEMENT

This agreement shall coincide with the beginning and ending time period of the agreements for Public Transportation Financial Assistance between the COUNTY and GDOT. In the event either party to this agreement has been notified by the other party in writing, that a default has occurred, the defaulting party has 30 days to take the necessary steps to cure the default. In the event the default has not been cured within the specified time, this contract shall be terminated at the end of the 30 day cure period. The COUNTY or TPO reserves the right to terminate this agreement at any time with or without cause upon sixty (60) day written notice to the other party, notwithstanding any just claims by the TPO.

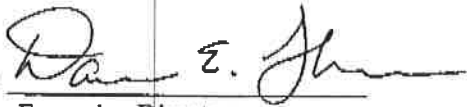
IN WITNESS WHEREOF, the parties have set their hands and seals on the date set forth above.


GREENE COUNTY COMMISSION

By: 
Chairman

Attest: 
County Clerk

Thorne Transportation

By: 
Executive Director

Attest: 
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: GREENE

Service: Voter Registration

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.): **Greene County Board of Elections & Registration**
- 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

This service was not included in the original SDS.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

The Greene County Board of Elections and Registration provides voter registration services countywide. The employees of the Office are county employees with direct oversight through the County's administration, and a policy-making and statutory compliance in elections role provided through an appointed Board with one representative appointed by the local Democratic Party, one appointed by the local Republican Party, and the Chairperson appointed by the Board of Commissioners. Funding for the voter registration services are derived by Greene County through countywide revenues.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: **GREENE**

Service: **Wildland Fire Suppression**

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.): **Greene County (through the Georgia Forestry 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.).

Local Government or Authority	Funding Method
Greene County	Countywide Revenues/General Fund

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

The original SDS did not include this service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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?

Greene County provides funding to the Georgia Forestry Commission for wildland fire suppression services. The Georgia Forestry Commission operates under the State of Georgia, and areas receiving services from the Commission must pay a fee to the State for the wildland fire suppression services. The Commission provides wildland fire suppression services countywide. The funding to meet the fees set by the State are derived by the County through countywide revenues.

7. Person completing form: **Byron Lombard**
 Phone number: **706-453-7716** Date completed: 07/17/2018

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:
TYPE CONTACT NAME, TITLE & PHONE HERE



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: GREENE COUNTY

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 were identified.

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

Not applicable (see answer to item 1 above)

NOTE:

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

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?
 Greene County will adopt its updated comprehensive plan on October 16, 2018, and said adopted plan will be submitted by October 31, 2018. The City of Greensboro, City of Union Point and Greene County will continue to monitor land use plans as infrastructure master plans are or may be amended. Coordination and cooperation will continue so that water and sewer service will remain consistent with local plans and regulations.

4. Person completing form: **Byron Lombard, County Manager**

Phone number: **706-453-7716** Date completed: 9-21-2018

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:



Georgia
Community Affairs



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: GREENE COUNTY

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

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); 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>LIST EACH JURISDICTION HERE, ALPHABETICALLY</u>	List the Title of the Authorized Representative of Each Jurisdiction Here, Respectively	List the Names of the Representatives Here, Respectively		
<u>GREENE COUNTY</u>	Chairman of Greene County Board of Commissioners	Gary Usry		9/27/18
<u>GREENSBORO</u>	Mayor	Glenn Wright		9-27-18
<u>UNION POINT</u>	Mayor	Lanier Rhodes		9-27-18