

LAW OFFICES

MCCAMY, PHILLIPS, TUGGLE & FORDHAM, LLP

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December 23, 2002

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ROBERT H. SMALLEY, III (GA. & TN.)

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DEC 30 2002

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Mr. Mike Gleaton
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329-2231

RE: New and Amended HB 489 Agreements for Whitfield County Service
Delivery Strategy

Dear Mike:

Following up on our telephone conference of this morning, enclosed please find original executed contracts of the following intergovernmental agreements, which were recently re-negotiated amongst local governments within Whitfield County:

- 1. / First Responder Services (new agreement)
- 2. / Workforce Housing Development (new agreement)
- 3. Senior Citizen Recreation & Social (amendment)
- 4. Public Works (amendment)
- 5. Public Buildings & Grounds (amendment)
- 6. N.W. GA. Trade & Convention Center (amended)
- 7. Law Enforcement (amended)
8. G.I.S. (new agreement)
9. Airport Facilities (amended)
- 10. Ambulance Services (amended)
- 11. Animal Control (amended)
- 12. Coroner (new agreement)
- 13. / Inmate Housing (new agreements)
- 14. Court Services (amended)
- 15. / Convention & Tourism Promotion (new agreement)
- 16. E-911 (amended)

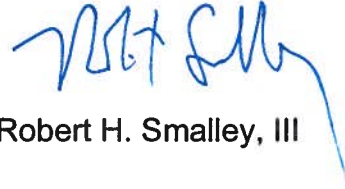
As we discussed, the Cities of Cohutta and Varnell have, to this point, declined to execute these agreements, but rather than speaking for those municipalities, I would request that if DCA should have any questions, that it contact Cohutta and/or Varnell directly.

Mr. Mike Gleaton
December 23, 2002
Page: 2

Please do not hesitate to contact me at any time if you would like to discuss any of these matters further.

Very truly yours,

MCCAMY, PHILLIPS, TUGGLE & FORDHAM LLP



Robert H. Smalley, III

RHS/jtp

Enclosures as Noted

cc: Bradley Arnold
County Administrator, Whitfield County
301 W. Crawford Street
Dalton, GA. 30720

Mr. James C. Sanders
City Administrator, City of Dalton
Post Office Box 1205
Dalton, GA. 30722-1205

Mr. Terry Miller, City Attorney, City of Varnell
Post Office Box 668
Dalton, GA. 30722-0668

Mr. Todd Johnson, City Attorney, City of Cohutta
Post Office Box 48
Cohutta, GA. 30710

Mr. Curtis Kleem, City Attorney, City of Tunnel Hill, via hand delivery



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Whitfield

Service: Airport Facilities

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	No Expenditures
City of Dalton	General Fund & Fees
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

Change in DCA form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

DEC 30 2002

Public Works
Airport Facilities
Service Delivery Agreement

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Airport Facilities** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton is the sole provider of airport service within Whitfield County. The City of Dalton provides this service through the Dalton Airport Authority, which the City of Dalton established in January, 1987. The City of Dalton appoints a five (5) member Board of Directors to oversee the operations of the Airport Authority.

The Dalton Airport Authority's purposes are, without limitation, the control,

operation and general management of existing airports and landing fields which the City of Dalton now owns, or may acquire and/or develop in the future.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of airport service to Whitfield County, as the City of Dalton is the sole provider of said service.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: *Melva D. Smith*

County Seal:

THE CITY OF DALTON

BY: *Ray Elrod*
Ray Elrod
Mayor

Attest: *Angie L. Martin*

City Seal:

THE CITY OF TUNNEL HILL

BY: *Kenneth F. Gowin*
Kenneth Gowin
Mayor

Attest: *Brenda Houston*

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield

Service: Ambulance Services

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

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	No Expenditures
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

New Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

DEC 30 2002

Public Health & Welfare
Ambulance Services
Service Delivery Agreement
Amended October 28, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Ambulance Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is authorized by law to provide ambulance services within Whitfield County. Whitfield County has elected to provide this service on a countywide basis, through an agreement with Hamilton Emergency Medical Services, Inc. Under the terms of this agreement, Whitfield County owns and provides the ambulance vehicles and Hamilton Medical Services, Inc., provides trained personnel, while

operating and managing the operations of this service. Whitfield County provides the funding for this service.

No duplication exists in the delivery of ambulance services within Whitfield County, as Whitfield County's is the sole provider of ambulance service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements except to the extent that the existing contract for ambulance services be altered to include a minimum number of ambulances in the County at any given time as well as a performance measure of response time for the ambulance service from dispatch time from the 911 center to the incident location "on-scene time" of the ambulance, as recommended by the 911 Advisory Board. For the City of Dalton, the performance measure shall meet the minimum requirements for response time as specified in NFPA 1710.

Further, the parties hereto agree that no duplication exists in the provision of ambulance, emergency rescue, and first responder services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melvin Smith

County Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Martin

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Whitfield Service: Animal Control

1. Check the box that best describes the agreed upon delivery arrangement for this service:
- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
 - Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)
2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
- Yes No

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

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

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

Local Government or Authority:	Funding Method:
Whitfield County	General Fund
City of Dalton	No Expenditures
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

DEC 30 2002

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?
None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator
Phone number: (706) 275-7500 Date completed: 10/29/02

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:

Public Safety
Animal Control
Service Delivery Agreement
Amended October 28, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

WHEREAS, the parties hereto have previously entered various agreements regarding the provision of Animal Control Services within Whitfield County, which all parties hereto agree shall hereafter be superseded by the foregoing agreement;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Animal Control** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of animal control services within Whitfield County. Whitfield County provides this service on a county-wide basis through the

Whitfield County Sheriff's Department.

Whitfield County shall provide animal control services within Whitfield County and to all municipalities within Whitfield County and shall bear all cost therefor for so long as such municipality shall maintain an animal control ordinance which is substantially similar, both in form and in content, as the Whitfield County Animal Control Ordinance, as amended from time to time by the Whitfield County Board of Commissioners.

If any municipality hereto, at any time in the future, shall contract with Whitfield County and the Whitfield County Magistrate Court, pursuant to OCGA 15-10-150 et seq., then Whitfield County shall receive any funds, fines, or forfeitures related to the prosecution of each such violation.

By virtue of the above-referenced agreements, Whitfield County Animal Control Officers are empowered to enforce the provisions of **Animal Control and Dangerous Dog** ordinances, both within all unincorporated areas of Whitfield County, as well as within the respective corporate boundaries of the municipalities.

No duplication exists in the delivery of animal control services within Whitfield County, due to Whitfield County's assumption by agreement with the above-referenced municipalities of the responsibility of being the sole provider of such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of animal control services within Whitfield County, as Whitfield County is now the sole provider of said services.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

DEC 30 2002

- ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melva Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Whitfield Service: Convention & Tourism Promotion

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

NWGTCC Authority	General Fund
Whitfield County	No Expenditures
Cities of Dalton,	No Expenditures
Varnell, Cohutta,	
& Tunnel Hill	

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

Revised Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 11/04/02

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:

DEC 30 2002

Economic Development
Convention and Tourism Promotion
Service Delivery Agreement
Amended October 29, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section; and

WHEREAS, the parties hereto previously entered such agreement on or about June 27, 1999 and the parties hereto agree that such agreement shall be amended and restated.

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Convention and Tourism Promotion** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton and Whitfield County, through the Northwest Georgia Trade

and Convention Center Authority, a duly created public authority, is the sole provider of convention and tourism promotion services within Whitfield County. Such Authority provides these services through **The Dalton Convention and Visitors Bureau**, the operations of which the Authority fully funds.

The Dalton Convention and Visitors Bureau provides economic benefits to Whitfield County and all of the municipalities located therein by promoting Dalton and Whitfield County as an attractive destination for conventions and for visiting tourists. The Convention and Visitors Bureau also assists the economic development of Whitfield County and all of its municipalities by serving as a welcome source of information and assistance to conventioners and tourists who visit Whitfield County, particularly for the first time.

No duplication exists in the provision of convention and tourism promotion services within Whitfield County, due to the Northwest Georgia Trade and Convention Center Authority's status as the only local government in Whitfield County which funds the Dalton Convention and Visitors Bureau.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of convention and tourism promotion services within Whitfield County, as the Northwest Georgia Trade and Convention Center Authority is the only the sole provider of said services through its full funding of the Dalton Convention and Visitors Bureau.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melvin Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Mackin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield Service: Coroner

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	No Expenditures
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

New Contract & DCA Form.

DEC 30 2002

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?
None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator
Phone number: (706) 275-7500 Date completed: 10/29/02

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:

PAGE 2 (continued)

Public Health & Welfare
Coroner Services
Service Delivery Agreement

THIS SERVICE DELIVERY AGREEMENT shall be between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or to avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section; and

WHEREAS, it appears that the parties hereto inadvertently failed to enter such agreement on or about June 27, 1999, when it entered other related agreements concerning service delivery.

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Coroner Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of coroner services within Whitfield County. Whitfield County provides this service on a county-wide basis to all individuals. The

coroner is duly elected by all citizens of Whitfield County and is compensated solely by Whitfield County, pursuant to OCGA §45-16-1, *et seq.*

No duplication exists in the delivery of coroner services, due to Whitfield County's status of as the sole provider of such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of indigent funeral expenses to qualifying residents of Whitfield County, as Whitfield County is the sole provider of said service.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law, as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melvin Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth L. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Horvath

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Whitfield

Service: Court Services

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) *The Superior, County Magistrate, Probate and Juvenile Courts provide county-wide service (see attached narrative) M.C. 1/2/03*
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) *Municipal Court Services are provided by respective cities (see attached narrative) M.C. 1/2/03*
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	General Fund
City of Cohutta	General Fund

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

Revised Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

Government Services
Court Services
Service Delivery Agreement
Amended October 28, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Court Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The Georgia Constitution and applicable Georgia state law mandate or allow Whitfield County to provide and to maintain a Superior Court, a Magistrate Court, a Probate Court, and a Juvenile Court. As Whitfield County is the only local government within Whitfield County which may legally provide and maintain the above-referenced courts, no duplication is possible in the provision of court services in Whitfield County through those courts.

The City of Dalton, City of Varnell, City of Tunnel Hill, and City of Cohutta maintain **Municipal Courts**, which hear and adjudicate matters which arise within the respective corporate limits, and which are within their subject matter jurisdiction as established by applicable law. Those Municipal Courts do not have jurisdiction over matters which arise outside the corporate limits of the City in which they are located. Thus, no possibility of duplication exists in the provision of court services in Whitfield County through the above-referenced Municipal Courts.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of court services within Whitfield County, as legal restrictions on the provision, maintenance, and jurisdiction of all of the courts which sit within Whitfield County prevent such duplication.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: Mike Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melvin Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth E. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Whitfield Service: N.W. GA Trade & Convention Ctr

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
- Yes No

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

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

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

Local Government or Authority:	Funding Method:
Whitfield County	General & Proprietary Rev. Funds
City of Dalton	General & Special Rev. Funds
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?
- Revised Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 11/04/02

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

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

Economic Development
**Northwest Georgia Trade
and Convention Center**
Service Delivery Agreement
Amended October 29, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning the operation of the **Northwest Georgia Trade and Convention Center**, a facility within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The maintenance and operation of the Northwest Georgia Trade and Convention Center is governed by an Agreement between the City of Dalton and Whitfield County (hereinafter "Parties,") styled "**Trade and Convention Center Agreement.**" Said Agreement, which is attached hereto as **Exhibit "A,"** created the Northwest Georgia Trade and Convention Authority, which, pursuant to the terms of said Agreement,

exercises all of the proprietary powers of the City of Dalton and Whitfield County in maintaining and operating the Northwest Georgia Trade and Convention Center, except as otherwise set forth in said Agreement. Nothing in this Service Delivery Agreement shall be construed to alter or amend the terms of the document attached hereto as Exhibit "A" in any manner whatsoever.

The maintenance and operation of the Northwest Georgia Trade and Convention Center is further governed by a Grant Agreement between the Department of Community Affairs of the State of Georgia and the City of Dalton, Whitfield County, and the Northwest Georgia Trade and Convention Center Authority. Said Grant Agreement is attached hereto as **Exhibit "B,"** and is incorporated by reference as if fully set forth herein. Nothing in this Service Delivery Agreement shall be construed to alter or amend the terms of the document attached hereto as Exhibit "B" in any manner whatsoever.

As a first-rate facility for the hosting of trade shows, conventions, and other events, the Northwest Georgia Trade and Convention Center provides a unique economic and cultural development tool for Whitfield County and the municipalities located therein, as well as for the entire Northwest Georgia region.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. However, the parties hereto agree that to increase the effectiveness of the Northwest Georgia Trade and Convention Center the parties desire the creation of a statutory authority to manage and operate the Northwest Georgia Trade and Convention Center (the "Trade Center;") and the parties desire to provide for current and future funding of the management and operation of the Trade Center upon terms and conditions set forth herein.

The parties shall cooperate to effect the passage of local legislation creating a Northwest Georgia Trade and Convention Center Authority (the "Authority") to manage and to operate the Trade Center within the 2003 Legislative Session of the Georgia General Assembly.

The parties shall, after obtaining all required consents, request of the Georgia General Assembly that the Authority be constituted as follows:

- A. That it be composed of five (5) members; the City and the County would each appoint a member from their respective council and board. One (1) member would be appointed from the hotel/motel industry, one (1) member would be appointed from the restaurant industry, and one (1) member would be appointed, as a resident of Whitfield County (including all municipalities therein) from the public at large. The members who are

not elected officials shall be approved by both the City and by the County.

- B. That the Authority be authorized to manage and to operate the Trade Center, within its budget.
- C. That the Authority be authorized to prepare an annual budget and to submit the same to the City and the County for joint approval.
- D. That the Authority be authorized to employ a Trade Center Director, and to fix his or her compensation, and to employ such other persons as it shall deem necessary and advisable to manage and to operate properly and effectively the Trade Center, and to fix their compensation.
- E. That the Authority be authorized to acquire by purchase, lease, or otherwise, and to hold, lease, and dispose of real and personal property of every kind and character for its corporate purposes.
- F. That the Authority be authorized to contract with any entity (including, but not limited to, any unit of local government) for employee related costs and benefits.
- G. That the Authority be authorized to make contracts and leases and to execute all instruments necessary or convenient to the proper management and operation of the Trade Center.

The parties shall cooperate and exercise its best efforts to obtain consent to the creation of the Authority pursuant to the terms hereof from the City of Dalton Building Authority and the appropriate bonding authorities.

Upon the enactment of the Authority, the City and the County shall abolish the Northwest Georgia Trade and Convention Center Authority created by contract between the parties dated March 21, 1988, as amended subsequently.

From the date of the commencement of this Agreement through its termination, the parties shall equally bear and pay all costs which exceed Trade Center revenues and which are associated with the operation, management, and maintenance of the Trade Center, including bond indebtedness.

Until such time as the Authority is properly formed, the current Northwest Georgia Trade and Convention Center Authority shall submit an annual budget to the City and to the County for approval. If a submitted budget is not approved by both the County and the City, then, in such event, the last approved budget for the Trade Center shall remain in effect until amended by the agreement of both the City and the County.

To the extent any portion of a prior agreement solely between the City and the County pertaining to the Trade Center is in conflict with any term or provision of this Agreement, then the terms and provisions of this Agreement shall prevail over the conflicting terms and provisions of any prior agreement. To the extent any term or provision of such prior agreement is not in conflict with this Agreement or its intent, such term or provision of the prior agreement shall remain in full force and effect.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

DEC 30 2002

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melvin Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Larry L. Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield Service: E-911

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	No Expenditures
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

Revised Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

Public Safety
Dispatch / 911 Services
Service Delivery Agreement
Amended October 28, 2002

THIS SERVICE DELIVERY AGREEMENT shall be between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia; and

WHEREAS, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section; and

WHEREAS, the parties hereto previously entered such agreement on or about June 27, 1999, and all parties hereto consent and agree that such agreement shall be amended and restated, as follows.

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Dispatch / 911 Services** within Whitfield County.

WITNESSETH

1. Description of Current Service Delivery Arrangements.

By resolution adopted October 3, 1988, Whitfield County, Georgia established a

911 enhanced telephone system subject to voter approval. On November 8, 1988 a majority of the votes cast in a countywide referendum supported the resolution, completing the establishment of the system.

A 911 planning committee was established by the Board of Commissioners with representatives of emergency service providers throughout the county appointed to said committee including the City of Dalton and Whitfield County Fire Departments, City of Dalton Police and Whitfield County Sheriff's Departments, Georgia State Patrol and the Whitfield County Ambulance Service currently provided by Hamilton Medical EMS, Inc. The System has since had minor modifications and now operates as follows:

- a. Enhanced 911 service is provided throughout Whitfield County (both within and without the incorporated areas of the county) with Whitfield County being designated as the answering center for all 911 calls.
- b. Acting as a "gatekeeper", Whitfield County receives emergency calls of all types as well as non-emergency medical assistance calls. All 911 calls, received by Whitfield County are immediately routed to the appropriate agency for appropriate response.
- c. All equipment necessary for the providing of enhanced 911 emergency service is provided by Whitfield County which entity purchases necessary equipment with monies generated by a monthly 911 charge as allowed by the Georgia Emergency Telephone Number "911 Service Act of 1977" as amended (O.C.G.A. §46-5-120 *et seq.*)
- d. To ensure public safety agency satisfaction, a 911 Advisory Board shall be established to solicit input and cooperation between the 911 Center and all County and municipal public safety agencies. The Board members shall consist of only one representative for each County and municipal public safety agency. The Board shall meet at a minimum once a quarter.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of

dispatch / E-911 services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

DEC 30 2002

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: *Melva Smith*

County Seal:

THE CITY OF TUNNEL HILL

BY: *Kenneth F. Gwin*
Kenneth Gwin
Mayor

Attest: *Brenda Houston*

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:

THE CITY OF DALTON

BY: *Ray Elrod*
Ray Elrod
Mayor

Attest: *Jay L Martin*

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield Service: First Responder Services

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	General Fund

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

New Contract & DCA Form. Whitfield County will provide this service in the cities of Varnell & Tunnel Hill.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

Public Health & Welfare
First Responder Services
Service Delivery Agreement

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **First Responder Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton provides first responder services, as defined by NFPA 1720, solely within the corporate limits of the City of Dalton, while Whitfield County provides such first responder services to the unincorporated areas of Whitfield County, to the City of Tunnel Hill, and to the City of Varnell. The City of Cohutta provides first responder services within the corporate limits of the City of Cohutta and within unincorporated Whitfield County by 911 referral and/or request of Whitfield County.

First Responder services are limited to the dispatch of trained personnel to the site of an accident or other emergency. Said trained personnel do not transport injured individuals

from the site of such an accident or emergency, as their role is specifically geared to stabilizing such injured individuals until an ambulance and/or other emergency rescue personnel are able to arrive on the scene. Thus, first responder services does not duplicate the ambulance services which Whitfield County provides on a county-wide basis.

No duplication exists in the delivery of first responder services within Whitfield County, while Whitfield County, and the City of Dalton provide first responder service solely within the non-overlapping geographical boundaries described above, and the City of Cohutta provides non-duplicating service as requested in Cohutta and in the unincorporated portions of Whitfield County near Cohutta.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of ambulance, emergency rescue, and first responder services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

Public Health & Welfare
First Responder Services
Service Delivery Agreement

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **First Responder Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton provides first responder services, as defined by NFPA 1720, solely within the corporate limits of the City of Dalton, while Whitfield County provides such first responder services to the unincorporated areas of Whitfield County, to the City of Tunnel Hill, and to the City of Varnell. The City of Cohutta provides first responder services within the corporate limits of the City of Cohutta.

First Responder services are limited to the dispatch of trained personnel to the site of an accident or other emergency. Said trained personnel do not transport injured individuals from the site of such an accident or emergency, as their role is specifically geared to stabilizing such injured individuals until an ambulance and/or other emergency rescue personnel are able to arrive on the scene. Thus, first responder services does not duplicate the ambulance services which Whitfield County provides on a county-wide basis.

No duplication exists in the delivery of first responder services within Whitfield County, while Whitfield County, the City of Dalton, and the City of Cohutta provide first responder service solely within the non-overlapping geographical boundaries described above.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of ambulance, emergency rescue, and first responder services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: Mike Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melva Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Horster

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

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

County: Whitfield Service: G.I.S.

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

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	No Expenditures
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

New Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

Government Operations
Geographic Information System (GIS)
Service Delivery Agreement
October 29, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section; and

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Geographic Information System (GIS)** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

All local governments located within Whitfield County recognize the need and utility to the public of the management tool of Geographic Information System (hereinafter "GIS.") Whitfield County herewith agrees to provide and to maintain a GIS platform, which shall include database and mapping information. All municipal

governments shall be responsible for any and all manipulation of the Whitfield County Information Technology Department base platform information for each municipality's management purposes.

Each municipality shall be responsible for any and all physical connectivity to the County hardware in a manner acceptable to Whitfield County. Further, each municipal government shall be responsible for all direct and indirect end-user costs, including, but not limited to hardware, software, and training necessary to such municipality for its management and/or other purposes.

Each municipality agrees that, in consideration of Whitfield County's provision of GIS at no cost to such municipality and other good and valuable consideration, the legal sufficiency of which is acknowledged by all parties hereto, each municipality shall, as to itself only, herewith release Whitfield County from all claims or causes of action and shall hold Whitfield County harmless as a result of any inaccuracy regarding any information contained within the database or any consequential damages resulting from its use. Further, each municipality hereunder agrees that, if it shall thereafter disperse any such information to any third party, such municipality agrees that it shall obtain a release of and indemnity for Whitfield County in the same form and content as any release and/or indemnity that it shall obtain for itself.

No duplication exists in the maintenance and provision of GIS within Whitfield County, as Whitfield County shall solely maintain and control of such base platform information, while sharing such data with each municipality hereto pursuant to the terms of this agreement.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

DEC 30 2002

- ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

DEC 30 2002

WHITFIELD COUNTY

THE CITY OF DALTON

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Melvin Smith

Attest: Jay L. Martin

County Seal:

City Seal:

THE CITY OF TUNNEL HILL

THE CITY OF COHUTTA

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

BY: _____
Don Henderson
Mayor

Attest: Brenda Houston

Attest: _____

City Seal:

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield Service: Inmate Housing

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	General Fund
City of Cohutta	General Fund

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

New Contract & DCA Form.

DEC 30 2002

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 11/04/02

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:

Public Safety
Correctional Facilities
Service Delivery Agreement
Amended November 11, 2002

THIS SERVICE DELIVERY AGREEMENT shall be between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section; and

WHEREAS, the parties hereto agree that such agreement entered by them on or about June 27, 1999, shall be herewith amended and restated.

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of Correctional Facilities Services within Whitfield County:

1. Description of Current Service Delivery Arrangements.

Whitfield County is the fee simple owner of the real property and facility thereon located at 805 Professional Boulevard, Dalton, Georgia 30720 and utilized as the Whitfield County Sheriff's Office and County Jail. The Whitfield County Sheriff is charged under state law with the responsibility of operating a county jail and Whitfield

DEC 30 2007

DEC 30 2007

County is the sole provider of such services in Whitfield County.

All terms and conditions of the housing of inmates presented to the Whitfield County jail by any municipality within Whitfield County or agent therefore shall conform to the Agreement(s) attached hereto as Exhibit "A" and incorporated herewith by this reference.

2. Future Service Delivery Strategy. The parties hereto agree that the current service delivery arrangements described above are efficient, effective, non-duplicative and responsive to all citizens of Whitfield County and that no need exists to change said service delivery arrangements at this time.

The parties hereto state that the Correctional Facility System in place provides to Whitfield County and the municipalities located therein non-duplicative services beneficial to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

STATE OF GEORGIA
COUNTY OF WHITFIELD

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TUNNEL HILL,
WHITFIELD COUNTY, AND THE SHERIFF OF WHITFIELD COUNTY
FOR INMATE HOUSING AND MANAGEMENT**

THIS AGREEMENT, made and entered into this 11TH day of NOVEMBER 2002, by and between Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia (hereinafter referred to as "County"), the City of Tunnel Hill, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter referred of as "City") and the Sheriff's Office of Whitfield County (hereinafter referred to as "Sheriff").

WITNESSETH:

WHEREAS, the Sheriff will operate an inmate housing facility known as the Whitfield County Jail;

WHEREAS, the City desires to have City detainees and inmates housed and managed at the Whitfield County Jail, and;

WHEREAS, the County and the Sheriff desire to accept City detainees and inmates in an effort to improve the health, safety, and welfare of the greater Whitfield County community;

WHEREAS, Article 9, Section 3, paragraph 1 of the Constitution of the State of Georgia provides that the governments of Georgia may enter into contracts for joint services.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and stipulations herein set forth, and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the parties do hereby agree as follows:

ARTICLE I

DUTIES OF THE CITY

- A. The City shall transport its detainees and inmates to and from the inmate housing facility whenever such transportation is required. This transportation shall include all transport to and from any medical facility unless Article IV B applies to preclude the City's obligation of inmate medical costs.
- B. The City shall pay only medical costs incurred on behalf of City detainees and inmates which are the result of any injury or medical problems which occurred or arose prior to the detainees or inmates being placed in the custody of Sheriff, provided that if the City is paying the \$5.00 per inmate per day under Article IV (B) below, the City shall not be responsible for actual medical costs of the inmate after the detainee is accepted for housing by the Sheriff's Office. All other costs for medical emergency or medical treatment shall be paid by the Sheriff in compliance with state law.
- C. For the release of a City detainee prior to 3:00 a.m., regardless of the circumstances, including an adjudication of "not guilty", dismissal of charges, etc., all documentation must be received at the booking desk, at the jail complex not later than 12:00 p.m. Any request received after that time cannot and will not be processed so as to avoid the presence of the inmate in the jail on the succeeding calendar day and an additional day's charge. The City will deliver to the County timely a supply of those forms and documents which the City requests be used for their inmates including, specifically, those forms identifying the Tunnel Hill Police Department.
- D. If a detainee is injured upon arrest, or any pre-existing condition exists, or a specific medical symptom, the City agrees to obtain signed medical clearance from Hamilton Medical Center before the prisoner is housed.

ARTICLE II

DUTIES OF THE COUNTY AND THE SHERIFF

- A. The County shall retain ownership of all real and personal property used by the Whitfield County Jail.
- B. The Sheriff shall keep accurate and detailed records of all sums, proceeds and financial transactions of all kinds conducted in relation to the management and housing of City detainees and inmates. The Sheriff shall have the jail financial records audited at least once a year.
- C. The Sheriff agrees to keep accurate and detailed records of all complaints, incidents, and occurrences involving City detainees and inmates coming into the custody and control of the Sheriff.
- D. The Sheriff shall provide housing, medical care, food service, safety and other appropriate conditions or services mandated by law to the City's detainees and inmates from the time they are delivered into the Sheriff's custody until the time they are released from the Sheriff's custody.
- E. The Sheriff shall be responsible for the transport of City detainees and inmates within the inmate housing facility.
- F. The Sheriff agrees to provide housing space for the use of the City for City detainees and inmates.
- G. For the purpose of this Agreement a "day" or any portion thereof shall begin at 3:00 a.m. each calendar day and run to 3:00 a.m. the following calendar day.

ARTICLE III

DURATION OF CONTRACT

This agreement shall become effective January 1, 2003 and shall continue until December 31, 2003.

ARTICLE IV

CONSIDERATION FOR AGREEMENT

The consideration for the services provided herein shall be paid as follows:

- (A) The City shall pay the County the current rate charged by Murray County for inmate housing per inmate per day provided the City is imposing the 10% jail fund fee to its municipal fines in accordance with O.C.G.A § 15-21-93(a) and (b); otherwise the City shall pay the County the current rate charged by South Fulton Municipal Regional Jail per inmate per day.
- (B) An additional \$5.00 per inmate per day shall be imposed in lieu of the City being responsible for actual medical costs of the inmate after the detainee is accepted for housing by the Sheriff's Office, including those costs that the City is required to pay under Article I (B).
- (C) The County will invoice the City at the above rate per City detainee and inmate per day. The City will be invoiced on the 15th day of each month and the invoice will be due and payable on or before the last day of the month. The amount invoiced shall be paid in full within the specified time and shall be accompanied by a written statement of any disputed charges or other claims for credit by the City such as credit for a City inmate that was tried in Superior Court rather than Municipal Court for the same offense. Such disputed charges or other claims for credit will be reconciled during the first 15 days of the following month and appropriate adjustments, if any, shall be given on the next

invoice. If the parties cannot agree, they shall resort to mediation as hereinafter provided, and the claim shall be carried forward until resolved by mediation. Payments of invoices shall be made by check payable at the address hereinafter stated to Whitfield County. Copies of the checks and statements of disputes and claims for credits shall be furnished at the time of payment to Whitfield County Sheriff's Department, Attention: Jail Captain, at the address of the Sheriff's office hereinafter stated. Any invoice not timely paid (i.e. by the last day of the month on which the invoice was issued in the manner above described shall at the option of the Sheriff be deemed a material breach of this agreement entitling the Sheriff office to suspend instanter, and the County's obligation to accept City detainees until the default is cured.

ARTICLE V

MISCELLANEOUS

- A. The County, Sheriff and City reserve the right to deal exclusively with the person designated under Article V(J) hereinbelow in all matters concerning this agreement.
- B. It is mutually agreed by the City's authorized representative that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by the City.
- C. All appearance bonds, cash and property bonds given for the release from the jail of city inmates shall be approved, issued and processed and accounted for by the Tunnel Hill Police Department, County personnel shall not be required to handle any cash money. Upon issuance of an appearance bond appropriate documentation required by the Jail officials and necessary for release of the inmate will be delivered tot he booking desk official at the jail.

- D. Except as provided in Article IV, paragraph B, any party to this agreement shall have the right to terminate this contract for non-compliance by serving sixty (60) days written notice on the opposing parties. In the event that any sum due hereunder shall be in dispute and the parties cannot agree; the parties agree that the matter shall be mediated. The Sheriff and the County shall pick a mediator, the City shall pick a mediator and the two mediators shall select a third mediator to mediate any issue as to the payment of compensation or daily rate due hereunder. The mediator shall make a report to the parties of any findings the mediator makes.
- E. Satisfactory performance of the terms of this agreement rests in supervisory personnel selected by the County and the Sheriff.
- F. Each party and its agents, officers, employees, subcontractors, servants, invitees, licensees and concessionaires acknowledges and accepts its status as an independent provider of services and relieves the other parties of any and all obligations relating to income taxes, social security, workers' compensation, unemployment insurance, health insurance, life insurance and any other employee mandatory or voluntary benefits.
- G. This agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- H. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County, Sheriff, or the City.
- I. Each party agrees to indemnify and save the others harmless from all suits, actions, causes of actions, damages, liability, fees, fines, penalties and expenses in connection with the loss of life, bodily or personal injury (and each and all of them), including attorney's fees and

expenses, arising from or out of any occurrence in, upon, or from the scope of work or resulting from or attributable to the actions of each party, its agents, officers, employees, subcontractors, servants, invitees, or licensees or occasioned wholly or in part by any act or omission of the party, its agents, subcontractors, employees, officers, servants, invitees, licensees or concessionaires. Each party releases the other, to the fullest extent permitted by law, from all claims of every kind resulting from loss of life, personal or bodily injury or property damage, no matter when or where or to whom same occurs subject to Article V(C) hereinabove.

- J. This agreement may not be assigned by either party hereto without written agreement signed by all parties. This agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- K. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid addressed as follows:

As to Sheriff:
Whitfield County Sheriff's Office
P. O. Box 652
Dalton, Georgia 30722-0652
ATTN: Sheriff

As to County:
Whitfield County Board of Commissioners
P. O. Box 248
Dalton, Georgia 30722-0248
ATTN: County Administrator

As to City:
City of Tunnel Hill
P. O. Box 159
Tunnel Hill, Georgia 30755-0159
ATTN: Mayor

or such address as shall be furnished by such notice to the other parties.

L. The captions used in this agreement are inserted for convenience only and shall not constitute a part hereof.

M. No waiver by either party of any default by the other party in the performance of any provision of this agreement shall operate as to be construed as a waiver of any future default, whether like of different in character.

N. This agreement shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this agreement as of the day and year first above written. By signing below, each of the parties acknowledges that it has been given an opportunity to inspect the jail and to interview jail personnel if desired and that it has satisfied itself as to the conditions of confinement at the jail.

SHERIFF OF WHITFIELD COUNTY

By: Scott Cloward

Attest: [Signature]

WHITFIELD COUNTY

By: Mike Babb
Mike Babb, Chairman

Attest: [Signature]

THE CITY OF TUNNEL HILL

By: Ken Gowin
Ken Gowin, Mayor

Attest: Brenda Houston



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STATE OF GEORGIA
COUNTY OF WHITFIELD

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COHUTTA,
WHITFIELD COUNTY, AND THE SHERIFF OF WHITFIELD COUNTY
FOR INMATE HOUSING AND MANAGEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____ 2002, by and between Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia (hereinafter referred to as "County"), the City of Cohutta, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter referred of as "City") and the Sheriff's Office of Whitfield County (hereinafter referred to as "Sheriff").

WITNESSETH:

WHEREAS, the Sheriff will operate an inmate housing facility known as the Whitfield County Jail;

WHEREAS, the City desires to have City detainees and inmates housed and managed at the Whitfield County Jail, and;

WHEREAS, the County and the Sheriff desire to accept City detainees and inmates in an effort to improve the health, safety, and welfare of the greater Whitfield County community;

WHEREAS, Article 9, Section 3, paragraph 1 of the Constitution of the State of Georgia provides that the governments of Georgia may enter into contracts for joint services.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and stipulations herein set forth, and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the parties do hereby agree as follows:

ARTICLE I

DUTIES OF THE CITY

- A. The City shall transport its detainees and inmates to and from the inmate housing facility whenever such transportation is required. This transportation shall include all transport to and from any medical facility unless Article IV B applies to preclude the City's obligation of inmate medical costs.
- B. The City shall pay only medical costs incurred on behalf of City detainees and inmates which are the result of any injury or medical problems which occurred or arose prior to the detainees or inmates being placed in the custody of Sheriff, provided that if the City is paying the \$5.00 per inmate per day under Article IV (B) below, the City shall not be responsible for actual medical costs of the inmate after the detainee is accepted for housing by the Sheriff's Office. All other costs for medical emergency or medical treatment shall be paid by the Sheriff in compliance with state law.
- C. For the release of a City detainee prior to 3:00 a.m., regardless of the circumstances, including an adjudication of "not guilty", dismissal of charges, etc., all documentation must be received at the booking desk, at the jail complex not later than 12:00 p.m. Any request received after that time cannot and will not be processed so as to avoid the presence of the inmate in the jail on the succeeding calendar day and an additional day's charge. The City will deliver to the County timely a supply of those forms and documents which the City requests be used for their inmates including, specifically, those forms identifying the Cohutta Police Department.
- D. If a detainee is injured upon arrest, or any pre-existing condition exists, or a specific medical symptom, the City agrees to obtain signed medical clearance from Hamilton Medical Center before the prisoner is housed.

ARTICLE II

DUTIES OF THE COUNTY AND THE SHERIFF

- A. The County shall retain ownership of all real and personal property used by the Whitfield County Jail.
- B. The Sheriff shall keep accurate and detailed records of all sums, proceeds and financial transactions of all kinds conducted in relation to the management and housing of City detainees and inmates. The Sheriff shall have the jail financial records audited at least once a year.
- C. The Sheriff agrees to keep accurate and detailed records of all complaints, incidents, and occurrences involving City detainees and inmates coming into the custody and control of the Sheriff.
- D. The Sheriff shall provide housing, medical care, food service, safety and other appropriate conditions or services mandated by law to the City's detainees and inmates from the time they are delivered into the Sheriff's custody until the time they are released from the Sheriff's custody.
- E. The Sheriff shall be responsible for the transport of City detainees and inmates within the inmate housing facility.
- F. The Sheriff agrees to provide housing space for the use of the City for City detainees and inmates.
- G. For the purpose of this Agreement a "day" or any portion thereof shall begin at 3:00 a.m. each calendar day and run to 3:00 a.m. the following calendar day.

ARTICLE III

DURATION OF CONTRACT

This agreement shall become effective January 1, 2003 and shall continue until December 31, 2003.

ARTICLE IV

CONSIDERATION FOR AGREEMENT

The consideration for the services provided herein shall be paid as follows:

- (A) The City shall pay the County the current rate charged by Murray County for inmate housing per inmate per day provided the City is imposing the 10% jail fund fee to its municipal fines in accordance with O.C.G.A § 15-21-93(a) and (b); otherwise the City shall pay the County the current rate charged by South Fulton Municipal Regional Jail per inmate per day.
- (B) An additional \$5.00 per inmate per day shall be imposed in lieu of the City being responsible for actual medical costs of the inmate after the detainee is accepted for housing by the Sheriff's Office, including those costs that the City is required to pay under Article I (B).
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invoice. If the parties cannot agree, they shall resort to mediation as hereinafter provided, and the claim shall be carried forward until resolved by mediation. Payments of invoices shall be made by check payable at the address hereinafter stated to Whitfield County. Copies of the checks and statements of disputes and claims for credits shall be furnished at the time of payment to Whitfield County Sheriff's Department, Attention: Jail Captain, at the address of the Sheriff's office hereinafter stated. Any invoice not timely paid (i.e. by the last day of the month on which the invoice was issued in the manner above described shall at the option of the Sheriff be deemed a material breach of this agreement entitling the Sheriff office to suspend instantler, and the County's obligation to accept City detainees until the default is cured.

ARTICLE V

MISCELLANEOUS

- A. The County, Sheriff and City reserve the right to deal exclusively with the person designated under Article V(J) hereinbelow in all matters concerning this agreement.
- B. It is mutually agreed by the City's authorized representative that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by the City.
- C. All appearance bonds, cash and property bonds given for the release from the jail of city inmates shall be approved, issued and processed and accounted for by the Cohutta Police Department, County personnel shall not be required to handle any cash money. Upon issuance of an appearance bond appropriate documentation required by the Jail officials and necessary for release of the inmate will be delivered tot he booking desk official at the jail.
- D. Except as provided in Article IV, paragraph B, any party to this agreement shall have the

right to terminate this contract for non-compliance by serving sixty (60) days written notice on the opposing parties. In the event that any sum due hereunder shall be in dispute and the parties cannot agree; the parties agree that the matter shall be mediated. The Sheriff and the County shall pick a mediator, the City shall pick a mediator and the two mediators shall select a third mediator to mediate any issue as to the payment of compensation or daily rate due hereunder. The mediator shall make a report to the parties of any findings the mediator makes.

- E. Satisfactory performance of the terms of this agreement rests in supervisory personnel selected by the County and the Sheriff.
- F. Each party and its agents, officers, employees, subcontractors, servants, invitees, licensees and concessionaires acknowledges and accepts its status as an independent provider of services and relieves the other parties of any and all obligations relating to income taxes, social security, workers' compensation, unemployment insurance, health insurance, life insurance and any other employee mandatory or voluntary benefits.
- G. This agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- H. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County, Sheriff, or the City.
- I. Each party agrees to indemnify and save the others harmless from all suits, actions, causes of actions, damages, liability, fees, fines, penalties and expenses in connection with the loss of life, bodily or personal injury (and each and all of them), including attorney's fees and expenses, arising from or out of any occurrence in, upon, or from the scope of work or

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resulting from or attributable to the actions of each party, its agents, officers, employees, subcontractors, servants, invitees, or licensees or occasioned wholly or in part by any act or omission of the party, its agents, subcontractors, employees, officers, servants, invitees, licensees or concessionaires. Each party releases the other, to the fullest extent permitted by law, from all claims of every kind resulting from loss of life, personal or bodily injury or property damage, no matter when or where or to whom same occurs subject to Article V(C) hereinabove.

J. This agreement may not be assigned by either party hereto without written agreement signed by all parties. This agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.

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As to Sheriff:
Whitfield County Sheriff's Office
P. O. Box 652
Dalton, Georgia 30722-0652
ATTN: Sheriff

As to County:
Whitfield County Board of Commissioners
P. O. Box 248
Dalton, Georgia 30722-0248
ATTN: County Administrator

As to City:
City of Cohutta
P. O. Box 290
Cohutta, Georgia 30710-0290
ATTN: Mayor

or such address as shall be furnished by such notice to the other parties.

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L. The captions used in this agreement are inserted for convenience only and shall not constitute a part hereof.

M. No waiver by either party of any default by the other party in the performance of any provision of this agreement shall operate as to be construed as a waiver of any future default, whether like of different in character.

N. This agreement shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this agreement as of the day and year first above written. By signing below, each of the parties acknowledges that it has been given an opportunity to inspect the jail and to interview jail personnel if desired and that it has satisfied itself as to the conditions of confinement at the jail.

SHERIFF OF WHITFIELD COUNTY

By: Scott Clunwood

Attest: [Signature]

WHITFIELD COUNTY

By: Mike Babb
Mike Babb, Chairman

Attest: Melinda Smith

THE CITY OF COHUTTA

By: _____
Don Henderson, Mayor

Attest: _____

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STATE OF GEORGIA
COUNTY OF WHITFIELD

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF VARNELL,
WHITFIELD COUNTY, AND THE SHERIFF OF WHITFIELD COUNTY
FOR INMATE HOUSING AND MANAGEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____ 2002, by and between Whitfield County, Georgia, a body politic and political subdivision of the State of Georgia (hereinafter referred to as "County"), the City of Varnell, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter referred of as "City") and the Sheriff's Office of Whitfield County (hereinafter referred to as "Sheriff").

WITNESSETH:

WHEREAS, the Sheriff will operate an inmate housing facility known as the Whitfield County Jail;

WHEREAS, the City desires to have City detainees and inmates housed and managed at the Whitfield County Jail, and;

WHEREAS, the County and the Sheriff desire to accept City detainees and inmates in an effort to improve the health, safety, and welfare of the greater Whitfield County community;

WHEREAS, Article 9, Section 3, paragraph 1 of the Constitution of the State of Georgia provides that the governments of Georgia may enter into contracts for joint services.

NOW, THEREFORE, in consideration of the promises, covenants, agreements and stipulations herein set forth, and other good and valuable consideration, in hand paid, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the parties do hereby agree as follows:

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DUTIES OF THE CITY

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- C. For the release of a City detainee prior to 3:00 a.m., regardless of the circumstances, including an adjudication of "not guilty", dismissal of charges, etc., all documentation must be received at the booking desk, at the jail complex not later than 12:00 p.m. Any request received after that time cannot and will not be processed so as to avoid the presence of the inmate in the jail on the succeeding calendar day and an additional day's charge. The City will deliver to the County timely a supply of those forms and documents which the City requests be used for their inmates including, specifically, those forms identifying the Varnell Police Department.
- D. If a detainee is injured upon arrest, or any pre-existing condition exists, or a specific medical symptom, the City agrees to obtain signed medical clearance from Hamilton Medical Center before the prisoner is housed.

ARTICLE II

DUTIES OF THE COUNTY AND THE SHERIFF

- A. The County shall retain ownership of all real and personal property used by the Whitfield County Jail.
- B. The Sheriff shall keep accurate and detailed records of all sums, proceeds and financial transactions of all kinds conducted in relation to the management and housing of City detainees and inmates. The Sheriff shall have the jail financial records audited at least once a year.
- C. The Sheriff agrees to keep accurate and detailed records of all complaints, incidents, and occurrences involving City detainees and inmates coming into the custody and control of the Sheriff.
- D. The Sheriff shall provide housing, medical care, food service, safety and other appropriate conditions or services mandated by law to the City's detainees and inmates from the time they are delivered into the Sheriff's custody until the time they are released from the Sheriff's custody.
- E. The Sheriff shall be responsible for the transport of City detainees and inmates within the inmate housing facility.
- F. The Sheriff agrees to provide housing space for the use of the City for City detainees and inmates.
- G. For the purpose of this Agreement a "day" or any portion thereof shall begin at 3:00 a.m. each calendar day and run to 3:00 a.m. the following calendar day.

ARTICLE III

DURATION OF CONTRACT

This agreement shall become effective January 1, 2003 and shall continue until December 31, 2003.

ARTICLE IV

CONSIDERATION FOR AGREEMENT

The consideration for the services provided herein shall be paid as follows:

- (A) The City shall pay the County the current rate charged by Murray County for inmate housing per inmate per day provided the City is imposing the 10% jail fund fee to its municipal fines in accordance with O.C.G.A § 15-21-93(a) and (b); otherwise the City shall pay the County the current rate charged by South Fulton Municipal Regional Jail per inmate per day.
- (B) An additional \$5.00 per inmate per day shall be imposed in lieu of the City being responsible for actual medical costs of the inmate after the detainee is accepted for housing by the Sheriff's Office, including those costs that the City is required to pay under Article I (B).
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invoice. If the parties cannot agree, they shall resort to mediation as hereinafter provided, and the claim shall be carried forward until resolved by mediation. Payments of invoices shall be made by check payable at the address hereinafter stated to Whitfield County. Copies of the checks and statements of disputes and claims for credits shall be furnished at the time of payment to Whitfield County Sheriff's Department, Attention: Jail Captain, at the address of the Sheriff's office hereinafter stated. Any invoice not timely paid (i.e. by the last day of the month on which the invoice was issued in the manner above described shall at the option of the Sheriff be deemed a material breach of this agreement entitling the Sheriff office to suspend instantler, and the County's obligation to accept City detainees until the default is cured.

ARTICLE V

MISCELLANEOUS

- A. The County, Sheriff and City reserve the right to deal exclusively with the person designated under Article V(J) hereinbelow in all matters concerning this agreement.
- B. It is mutually agreed by the City's authorized representative that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by the City.
- C. All appearance bonds, cash and property bonds given for the release from the jail of city inmates shall be approved, issued and processed and accounted for by the Varnell Police Department, County personnel shall not be required to handle any cash money. Upon issuance of an appearance bond appropriate documentation required by the Jail officials and necessary for release of the inmate will be delivered tot he booking desk official at the jail.
- D. Except as provided in Article IV, paragraph B, any party to this agreement shall have the

right to terminate this contract for non-compliance by serving sixty (60) days written notice on the opposing parties. In the event that any sum due hereunder shall be in dispute and the parties cannot agree; the parties agree that the matter shall be mediated. The Sheriff and the County shall pick a mediator, the City shall pick a mediator and the two mediators shall select a third mediator to mediate any issue as to the payment of compensation or daily rate due hereunder. The mediator shall make a report to the parties of any findings the mediator makes.

- E. Satisfactory performance of the terms of this agreement rests in supervisory personnel selected by the County and the Sheriff.
- F. Each party and its agents, officers, employees, subcontractors, servants, invitees, licensees and concessionaires acknowledges and accepts its status as an independent provider of services and relieves the other parties of any and all obligations relating to income taxes, social security, workers' compensation, unemployment insurance, health insurance, life insurance and any other employee mandatory or voluntary benefits.
- G. This agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- H. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County, Sheriff, or the City.
- I. Each party agrees to indemnify and save the others harmless from all suits, actions, causes of actions, damages, liability, fees, fines, penalties and expenses in connection with the loss of life, bodily or personal injury (and each and all of them), including attorney's fees and expenses, arising from or out of any occurrence in, upon, or from the scope of work or

resulting from or attributable to the actions of each party, its agents, officers, employees, subcontractors, servants, invitees, or licensees or occasioned wholly or in part by any act or omission of the party, its agents, subcontractors, employees, officers, servants, invitees, licensees or concessionaires. Each party releases the other, to the fullest extent permitted by law, from all claims of every kind resulting from loss of life, personal or bodily injury or property damage, no matter when or where or to whom same occurs subject to Article V(C) hereinabove.

- J. This agreement may not be assigned by either party hereto without written agreement signed by all parties. This agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- K. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid addressed as follows:

As to Sheriff:
Whitfield County Sheriff's Office
P. O. Box 652
Dalton, Georgia 30722-0652
ATTN: Sheriff

As to County:
Whitfield County Board of Commissioners
P. O. Box 248
Dalton, Georgia 30722-0248
ATTN: County Administrator

As to City:
City of Varnell
P. O. Box 62
Varnell, Georgia 30756-0062
ATTN: City Administrator

or such address as shall be furnished by such notice to the other parties.

L. The captions used in this agreement are inserted for convenience only and shall not constitute a part hereof.

M. No waiver by either party of any default by the other party in the performance of any provision of this agreement shall operate as to be construed as a waiver of any future default, whether like of different in character.

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IN WITNESS WHEREOF, the parties hereto have each executed and delivered this agreement as of the day and year first above written. By signing below, each of the parties acknowledges that it has been given an opportunity to inspect the jail and to interview jail personnel if desired and that it has satisfied itself as to the conditions of confinement at the jail.

SHERIFF OF WHITFIELD COUNTY

By: Scott Clunwood

Attest: [Signature]

WHITFIELD COUNTY

By: Mike Babb
Mike Babb, Chairman

Attest: Melva Smith

THE CITY OF VARNELL

By: _____
Lindsey Metcalf, Mayor

Attest: _____

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INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, 2002, by and among the City of Dalton, Georgia, a municipal corporation of the State of Georgia (the "City"), Whitfield County Georgia, a political subdivision of the State of Georgia (the "County") and Scott Chitwood, Sheriff of Whitfield County, Georgia (the "Sheriff").

WHEREAS, the parties desire to enter into an intergovernmental contract to provide for the housing, supervision and care of City Detainees or City Inmates by the County and the Sheriff upon the terms and conditions set forth below; and

THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

- A. "City Detainee" shall mean any person arrested by law enforcement officers of the City for violation of a City ordinance and remanded to the custody of the Sheriff.
- B. "City Inmate" shall mean any person convicted in the Municipal Court for a violation of a City ordinance, sentenced to incarceration, and serving said sentence in the Jail.
- C. "Jail" shall mean the inmate housing facility operated by the Sheriff and known as the Whitfield County Jail.
- D. "Municipal Court" shall mean the municipal court of the City.
- E. "State Detainee" shall mean any person arrested by law enforcement officers of the City for violation of a State Offense and remanded to the custody of the Sheriff.
- F. "State Inmate" shall mean any person convicted in the Municipal Court for a violation of a State Offense, sentenced to incarceration, and serving said sentence in the Jail.
- G. "State Offense" shall mean any law other than a City ordinance.

ARTICLE II DUTIES OF THE CITY

- A. The City shall transport City Detainees and City Inmates to and from the Jail for court appearances and other official business.

B. The City shall pay all medical costs incurred on behalf of a City Detainee and City Inmate, except any medical costs incurred as a result of an injury directly caused by the Sheriff or any of his deputies.

C. For the release of a City Detainee or City Inmate prior to 3:00 a.m., regardless of the circumstances, including an adjudication of "not guilty", dismissal of charges, etc., all documentation must be received at the booking desk, at the Jail not later than 12:00 p.m. Any request received after that time will not be processed so as to avoid the presence of the City Detainee or City Inmate in the Jail on the succeeding calendar day and an additional day's charge if applicable. The City will deliver to the County a supply of forms and documents that the City requires for use with City Detainees and City Inmates.

D. If a City Detainee is injured upon arrest, the City agrees to obtain a signed medical clearance from Hamilton Medical Center before such person is incarcerated in the Jail.

ARTICLE III

DUTIES OF THE COUNTY AND THE SHERIFF

A. The County shall be solely responsible for the operation and maintenance of the Jail, and the costs associated thereto, during the term of this Agreement.

B. The Sheriff shall keep accurate and detailed records of all sums, proceeds and financial transactions of all kinds conducted in relation to the management and housing of City Detainees and City Inmates. The Sheriff shall have the Jail financial records audited at least once a year and made available to the City for inspection.

C. The Sheriff shall keep accurate and detailed records of all complaints, incidents, and occurrences involving City Detainees and City Inmates coming into the custody and control of the Sheriff and shall make the same available to the City upon request.

D. The Sheriff shall provide adequate and appropriate housing, medical care, food service, safety and other services mandated by law to the City and State Detainees and City and State Inmates from the time they are delivered into the Sheriff's custody until the time they are released from the Sheriff's custody.

ARTICLE IV**DURATION OF CONTRACT**

This agreement shall become effective January 1, 2003 and shall continue for so long as the LOST distribution, as set forth in the Certificate executed on November 11, 2002, shall be in force and effect. At any such time in the future that the City's LOST distribution shall increase, any obligation of the City or County hereunder shall cease automatically.

ARTICLE V**CONSIDERATION FOR AGREEMENT**

The consideration for the services provided herein shall be paid as follows:

A. For the first year of this Agreement, the City shall pay the County \$40.00 per City Inmate and City Detainee per day provided the City is imposing a 10% jail fund surcharge to its municipal fines in accordance with O.C.G.A. §15-21-93(a) or (b); otherwise the City shall pay the County \$47.50 per City Inmate and City Detainee per day. For each year of this Agreement thereafter, the cost per City Inmate and City Detainee per day shall be determined by the per day prisoner fee charged by the Murray County Sheriff as of the first day of each year for housing outside inmates. Provided, however, if at any time after the first year of this Agreement the City terminates the imposition of the 10% jail fund surcharge defined above, the per day fee for a City Detainee or City Inmate shall be the amount charged per prisoner day by the South Fulton Jail Authority for the housing of outside inmates. For the purpose of this Agreement, a "day" or any portion thereof shall begin at 3:00 a.m. each calendar day and run to 3:00 a.m. the following calendar day. There shall be no charge to the City for State Detainees or State Inmates.

B. The City will be provided a detailed itemized invoice on the 15th day of each month and the invoice will be due and payable on or before the last day of the month. The amount invoiced shall be paid in full within the specified time and shall be accompanied by a written statement of any disputed charges or other claims for credit by the City. Such disputed charges or other claims for credit will be reconciled during the first 15 days of the following month and appropriate adjustments, if any, shall be given on the next invoice. If the parties cannot agree to a resolution of any such disputed charge or claim, they shall first resort to mediation in an attempt to resolve the dispute. Any party may request the Whitfield County Superior Court Administrator to name a neutral mediator for the dispute. The parties shall proceed to mediation in good faith and shall bear the cost and fees of

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mediation equally. If mediation is unsuccessful, the parties may proceed to litigation. Payments of invoices shall be made by check payable to the County and delivered to the address hereinafter stated for the County. Copies of the checks and statements of disputes and claims for credits shall be furnished at the time of payment to the Sheriff at the address hereinafter stated for the Sheriff. Any undisputed and timely tendered invoice not paid by the last day of the month on which the invoice was issued shall, at the option of the Sheriff, be deemed a material breach of this Agreement entitling the Sheriff to refuse to accept City Detainees and City Inmates until the breach is cured.

C. The City hereby agrees that any State Offenses may be prosecuted in the Whitfield County Superior Court if requested by the County.

D. The City hereby assigns, conveys and transfers over to the County all of its right, title, and interest in and to any fine and related surcharge levied in the Municipal Court against a person who is convicted in the Municipal Court of violating a State Offense and who serves post-conviction incarceration in the Jail as part of the person's sentence. The County shall have the responsibility to collect any assigned fine and all surcharges related thereto. The County shall indemnify and hold the City harmless for any liability or cost incurred by the City arising out of the County's failure to properly remit such surcharges to the proper entity. Any of such assigned fines and surcharges collected by the City shall be promptly delivered to the County. The City shall cause a copy of the sentence sheet pertaining to each such assigned fine and surcharge to be promptly delivered to the County. Upon request by the County, the City shall provide a copy of any other document related to the assigned fine which may be reasonably necessary for the collection of such fine.

ARTICLE VI

MISCELLANEOUS

A. The County or the Sheriff may terminate this Agreement upon the failure of the City to cure its material breach of this Agreement within thirty (30) days of the City's receipt of a written notice from either the County or the Sheriff specifying the breach. The City may terminate this Agreement upon the failure of either the County or the Sheriff to cure its or his material breach of this Agreement within thirty (30) days of receipt by the County or the Sheriff (as the case may be) of a written notice from the City specifying the breach.

B. The City shall defend, indemnify and hold harmless the County and the Sheriff with respect to all claims, causes of action, damages and expenses (including reasonable attorney's fees)

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which arise from or pertain to a claim of injury (including, but not limited to, personal injury or violation of civil rights) by a prisoner for an alleged injury which was incurred or arose while the prisoner was in the custody and control of the City. The County shall defend, indemnify and hold harmless the City with respect to all claims, causes of action, damages or expenses (including reasonable attorney's fees) which arise from or pertain to a claim of injury (including, but not limited to, personal injury or violation of civil rights) by a prisoner for an alleged injury which was incurred or arose while the prisoner was in the custody and control of the County or the Sheriff. The provisions of this paragraph shall survive the termination of this Agreement.

C. Any notices or communications required or permitted under this Agreement shall be sent by certified mail, return receipt requested, proper postage prepaid and addressed as follows:

As to the County: Whitfield County Board of Commissioners
 P.O. Box 248
 Dalton, GA 30722-0248
 Attn: County Administrator

As to the City: City of Dalton
 P.O. Box 1205
 Dalton, GA 30722-1205
 Attn: City Administrator

As to the Sheriff: Sheriff, Whitfield County, Georgia
 P.O. Box 652
 Dalton, GA 30722-0652

or such other address as shall be furnished by written notice by a party to the other party. When so mailed, the notice shall be deemed to have been given as of the mailing date.

D. The waiver by one party of any breach or obligation of this Agreement shall not operate or be construed as the waiver of the same or other breach or obligation on a subsequent occasion.

E. This Agreement contains the entire understanding between the parties hereto and supersedes all other oral and written agreements between the parties as to the subject matter contained herein.

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IN WITNESS WHEREOF, the parties have caused the execution of this Agreement on the date and year first above written.

Whitfield County, Georgia

By: Mike Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Barbara Love

City of Dalton, Georgia

By: Ray Enoch
Mayor

Attest: Larry L. Martin
Clerk

Sheriff, Whitfield County, Georgia

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WHITFIELD COUNTY

BY: Mike Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melva Smith

County Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:

THE CITY OF DALTON

BY: _____
Ray Elrod
Mayor

Attest: _____

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield

Service: Law Enforcement

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

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) *Provided "County-wide by the Sheriff (See Attached Narrative)*
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) *Provided within cities by city police of respective cities (See Attached Narrative)*
- 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.)

*M.G.
1/2/03*

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	General Fund
City of Cohutta	General Fund

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

Revised Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 11/04/02

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:

Public Safety
Law Enforcement
Service Delivery Agreement
Amended October 29, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Law Enforcement** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The City of Dalton maintains a police force for the purpose of providing a basic municipal service for the safety of the persons who reside and the businesses which operate within the corporate limits of the City of Dalton. This provides law enforcement services to the City of Dalton in a more intense and frequent patrolling and security checks which are possible due to the existence of a police force which operates solely

within the corporate limits of the City of Dalton, and which, as a result, is capable of quicker response times to incidents within the City of Dalton than the response times of the Whitfield County Sheriff's Department to areas within the City of Dalton.

The City of Tunnel Hill, the City of Cohutta and the City of Varnell also maintain separate police forces which operate solely within the respective corporate limits of those cities. The separate police force which each of the above-referenced municipalities maintains are basic law enforcement services in those municipalities for the same reasons the City of Dalton's police force provides similar law enforcement services to the City of Dalton, as described above.

The Whitfield County Sheriff's Department, an office mandated by the Georgia Constitution, has the jurisdiction to provide law enforcement services county-wide.

No duplication exists in the delivery of law enforcement services to the residents of Whitfield County, as each law enforcement agency described above strives to work with other law enforcement agencies to provide efficient, effective, responsive, and comprehensive law enforcement services within Whitfield County. Each separate municipal police force mentioned above is limited to operating within the corporate limits of the city with which it is associated, while assisting other law enforcement agencies within Whitfield County when necessary. Each separate municipal police force within Whitfield County provides basic law enforcement services for each municipality in addition to those which the Whitfield County Sheriff's Department may occasionally provide.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of law enforcement services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

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IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melvin Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Merkin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenreth Gowin
Kenreth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield Service: Public Buildings & Grounds

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	General Fund
City of Tunnel Hill	General Fund
City of Cohutta	General Fund

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

DCA form change and contract change to reflect that County does provide public buildings and grounds service for county buildings within incorporated areas.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

Government Operations
**Public Building and
Grounds Maintenance**
Service Delivery Agreement
Amended October 28, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section; and

WHEREAS, the parties hereto entered such agreement on or about June 27, 1999 and herewith agree that such agreement should be amended and restated.

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Buildings and Grounds Maintenance** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

All local governments located within Whitfield County own certain real properties,

including but not limited to, public buildings and grounds, from which government services are provided, coordinated, facilitated, or enabled. Such property(ies) owned by each municipality and used in conjunction with the provision of municipal services to respective municipal residents is maintained solely by the municipality which owns such property. Such properties owned by Whitfield County and used in conjunction with the provision of basic county-wide services, regardless of the physical, geographic location within Whitfield County, are maintained solely by Whitfield County. Such maintenance includes, but is not limited to, the funding and/or direct provision of upkeep, repairs, restoration, staffing, and utilities to those public buildings and grounds.

Under circumstances in which two or more of the local governments of Whitfield County jointly own any public building or grounds within Whitfield County, the governments which own those public buildings and/or grounds have entered into formal or informal agreements which divide maintenance responsibility between them, or which assign all maintenance responsibility to one of them.

No duplication exists in the maintenance of public buildings and grounds within Whitfield County, as each local government therein has a non-overlapping responsibility for the public buildings and grounds it solely owns, while formal or informal agreements regarding such maintenance between two or more local governments of Whitfield County which jointly own a public building and/or grounds ensure a clear division of responsibilities which avoids any duplication.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the maintenance of public buildings and grounds within Whitfield County by the local governments of Whitfield County, as each local government has a clearly defined, non-overlapping responsibility for such maintenance, whether in connection with a building and/or grounds it solely owns, or in connection with other buildings and/or grounds which it jointly owns with other local governments.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Nelva Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth G. Gwin
Kenneth Gwin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield Service: Public Works - ROAD & BRIDGE CONSTRUCTION

*MAINTENANCE & STORMWATER
MANAGEMENT*

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	General Fund
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

Revised Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator
 Phone number: (706) 275-7500 Date completed: 11/04/02

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:

Public Works
Road and Bridge
Construction, Maintenance, and Stormwater Management
Service Delivery Agreement
Amended October 29, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Road and Bridge Construction, Maintenance, and Stormwater Management** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

Excluding public roads and bridges located within Whitfield County which are directly constructed and/or maintained by the United States federal government or by the State of Georgia, Whitfield County and the City of Dalton each bear sole responsibility for the Construction, Maintenance, and Stormwater Management of specifically identified roads and bridges located within Whitfield County.

The City of Dalton is solely responsible for the Construction, Maintenance, and Stormwater Management of roads and bridges which are located within the corporate limits of the City of Dalton, and Whitfield County is solely responsible for the Construction, Maintenance, and Stormwater Management of roads and bridges which are located outside the corporate limits of the City of Dalton. Whitfield County's responsibilities in this area extend not only to unincorporated areas of Whitfield County, but also to the City of Tunnel Hill, the City of Cohutta, and the City of Varnell.

The City of Dalton and Whitfield County each fund and maintain an independently operated Public Works Department which discharges each entity's responsibilities for the Construction, Maintenance, and Stormwater Management of roads and bridges.

The City of Dalton's Public Works Department and Whitfield County's Public Works Department maintain a productive informal working relationship through which the two departments trade off responsibilities as to particular roads and bridges, so as to achieve the greatest efficiency in the application of each department's resources. For example, the City of Dalton's Public Works Department may agree to extend its construction and/or maintenance activities to the portion of a road lying outside the corporate limits of the City of Dalton when said road originates within said corporate limits, in exchange for Whitfield County's agreement to assume construction and/or maintenance responsibility over another road which lies within the City of Dalton's corporate boundaries.

In addition to the areas of joint cooperation set forth hereinabove and in consideration of the use by Whitfield County residents of recreation programs and facilities supplied solely by the City of Dalton, Whitfield County agrees to provide annually a value of \$1,800,000.00 to the City of Dalton, solely through Whitfield County's Public Works personnel and equipment time, at then-current monthly Blue Book published rates, not including profit and overhead, for projects requested by the City of Dalton ("City Project"). Provided, however, the annual value of such services shall increase at the annual construction consumer price index for the term of this Agreement.

The City Administrator may on the first day of each month submit in writing each City Project request to the County Administrator. Each written request shall state the requested commencement date, a statement that all City Project materials will be provided by the City to the County as needed and a detailed scope of work including construction plans if available. The County will use its best efforts to schedule the City Project to meet the requested commencement date, but at no time shall the actual commencement date exceed sixty (60) days past the requested commencement date, unless the requested commencement date conflicts with the County paving schedule for Georgia DOT State/County Contracts or DOT LARP; with existing City Projects; with Special Purpose Local Option Sales Tax (SPLOST) Projects not including water and sewer SPLOST construction projects; or with emergency situations that may arise due to natural disasters or any other emergency situation. For all but the emergency situations, the County will commence the City Project not later than ninety (90) days from the requested

commencement date. The County Administrator, after scheduling the City Project, will notify in writing the scheduled start date to the City Administrator for his approval and the County will finish each City Project without interruption, time being of the essence. Should the schedule of any City Project carryover into a following year, then the percentage value of the City Project to be charged to each contract year will be determined and agreed upon by the City and County prior to commencement of the project.

If the County fails to commence a City Project, as provided herein, time being of the essence, the County shall be in material breach of this Agreement. In the event of any breach by the County, the City may commence and complete the City Project, as the case may be, and the County shall be liable for and pay the City for the costs incurred by the City for the performance of those tasks the County would have provided if it had undertaken the City Project. Provided, however, if the annual value is fully provided to the City by the County on other projects during the calendar year of the breach, then such breach shall have been cured. The County will be provided a detailed itemized invoice on the 15th day of each month at the then current monthly Blue Book rate, not including profit and overhead, for all personnel and each piece of equipment used on such City Project as a substitute for County personnel and equipment during the previous month and the invoice will be due and payable on or before the last day of the month in which it was tendered. The amount invoiced shall be paid in full within the specified time and shall be accompanied by a written statement of any disputed charges or other claims for credit by the County. Such disputed charges or other claims for credit will be reconciled during the first 15 days of the following month and appropriate adjustments, if any, shall be given on the next invoice. If the parties cannot agree to a resolution of any such disputed charge or claim, they shall first resort to mediation in an attempt to resolve the dispute. Any party may request the Whitfield County Superior Court Administrator to name a neutral mediator for the dispute. The parties shall proceed to mediation in good faith and shall bear the cost and fees of mediation equally. If mediation is unsuccessful, the parties may proceed to litigation. Payments of invoices shall be made by check payable to the City and delivered to the City Administrator.

The City shall appoint a qualified person as the Project Manager for each City Project to provide direction and quality control to the County Public Works Director in accordance with this agreement. Said person shall be identified in the request letter to the County Administrator or in writing at least two weeks prior to the County's scheduled commencement date. A detailed monthly statement shall be generated by the County to include the number of hours and the then monthly Blue Book rate, not including profit and overhead, for all personnel and each piece of equipment used on the City Project for the previous month. The statement shall be delivered to the City Administrator no later than the fifteenth (15th) day of the month following the month in which work on the City Project occurred. The City shall give the County written notice of any disputed item therein within fifteen (15) days of receipt of the statement. If a dispute regarding the statement occurs, the City and County Administrators will attempt to resolve the dispute by discussions. If the dispute is unresolved after thirty (30) days after the County received the written notice of the disputed item then the matter shall be mediated and the costs associated with the mediation shall be borne and paid equally by the parties.

Available annual value not used in any calendar year will not roll over to the next calendar year unless the delay is the result of County scheduling in which case such value for the City Project arising from services rendered in the next calendar year shall be charged to the previous year. Such additional value as set forth herein shall be provided so long as the LOST distribution, as set forth in the Certificate executed on November 11, 2002, shall be in force and effect, but in no event shall the term of this Agreement exceed ten (10) years from the date of its execution plus any time necessary to complete any City Project outstanding on the tenth (10th) anniversary of the date of execution. At any such time in the future that such LOST distribution shall change, any obligation of Whitfield County to provide such additional value shall cease automatically and without the necessity for any further action.

The City shall not impede or delay the County after the City Project is scheduled through completion of the project including delays as a result of providing materials, removing utility conflicts, or permits/rights-of-way. In turn, the County warrants that it will provide sufficient equipment and personnel to complete the project in accordance with the specifications and time constraints.

For each City Project, the City shall indemnify and hold County harmless for any liability, damage, cost or fees it may incur as a result of the failure of the City to obtain the proper permits, rights-of-way, plans and specifications. The City shall indemnify and hold the County harmless for any damages or costs the County may incur as a result of damage to property or persons resulting from the use of County equipment on a City Project, or from any damage or cost resulting from the negligence or malfeasance of the City or its personnel. Provided, however, such indemnification and hold harmless shall not include damage or cost that is the result of the negligence or malfeasance of the County or its personnel. The County shall indemnify and hold the City harmless for any damages or costs the City may incur as a result of (1) the negligence or malfeasance of the County or its personnel or (2) the material breach of this Agreement by the County.

No waiver by either party hereto of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like, similar, or different in character.

The parties acknowledge the mutual consideration present in this Agreement and intend that it be binding upon the parties and their successors.

Through numerous informal agreements such as the agreement set forth in the preceding paragraph, the respective public works departments of the City of Dalton and Whitfield County eschew rigid territorial attitudes in favor of cooperation which enables both departments to collectively produce the most efficient and effective results for the citizens of Whitfield County. No duplication results from these informal agreements, as the high level of communication and coordination between the two departments ensures that one department bears the sole responsibility for the construction and/or maintenance of a particular road, section of road, or

bridge.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the Construction, Maintenance, and Stormwater Management of roads and bridges located within Whitfield County, as the City of Dalton's Public Works Department and Whitfield County's Public Works Department bear sole responsibility for the construction and/or maintenance of roads and bridges located within the non-overlapping boundaries described above. Said boundaries are altered only when the high level of communication between the two departments indicates that such alteration is necessary to more efficiently allocate the resources of the two departments.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

DEC 30 2002

WHITFIELD COUNTY

BY: Mike Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Nelva Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield Service: Senior Citizen Recr. & Social

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	General Fund
City of Dalton	General Fund & User Fees
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

Revised Contract & DCA Form.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

Culture & Recreation
Senior Citizen
Recreational and Social Opportunities
Service Delivery Agreement
Amended October 28, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Senior Citizen Recreational and Social Opportunities** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County and the City of Dalton have achieved a high level of cooperation and coordination in their provision of recreational and social opportunities to Whitfield County's senior citizens. By virtue of an agreement between the City of Dalton and Whitfield County, which both parties executed on July 15, 1984, and which is attached

hereto as "**Exhibit A**," a multi-purpose building was constructed as a **Senior Center**, so as to provide an appropriate facility for the activities of the **Seniors Program**. The Senior Program's mission is to provide recreational and social opportunities specially designed for all of Whitfield County's senior citizens. While the City of Dalton and Whitfield County developed the Senior Center and the Seniors Program for the use and enjoyment of Whitfield County's senior citizens, all residents of Whitfield County are welcome to use the Senior Center's facilities and participate in the Seniors Program's activities.

The above-referenced agreement between Whitfield County and the City of Dalton requires those two governments to fund the Senior Center and the Seniors Program on a 50%-50% basis including participating senior transportation to and from the Senior Center. The City of Dalton's **Parks and Recreation Commission** receives and manages this joint funding, while overseeing the operation of the Senior Center, providing personnel to work at the Senior Center, developing the content of the Seniors Program, and conducting the Seniors Program.

The Commission has the duty to make an accounting report to Whitfield County and the City of Dalton of all revenues it receives and expenditures it makes on behalf of the Senior Center and the Seniors Program, as well as the duty not to co-mingle the funding it receives on behalf of the Senior Center and the Seniors Program with the general funding it receives for other purposes, programs, and functions.

The City of Cohutta will compliment and assist the services described above through its renovation of a community facility located within its corporate boundaries. Once this renovation is complete, said community facility will provide a meeting place for a senior citizens group which currently meets weekly at the First Baptist Church in the City of Cohutta, and which engages in various cooperative activities with the above-referenced Senior Center. Said community facility will also provide substantial recreational and social opportunities to the senior citizens who reside within, or in close proximity to, the corporate boundaries of the City of Cohutta.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of recreational and social opportunities to Whitfield County's senior citizens, as Whitfield County and the City of Dalton equally share the funding of the Senior Center and the Seniors Program, and the delegation of the oversight, maintenance and operational responsibilities for the Senior Center and the Seniors Program to the City of Dalton's

Parks and Recreation Commission are clearly set forth in the agreement attached hereto as "Exhibit A." Further, with the exception of the efforts of the City of Cohutta to renovate the community facility as set forth above, no other public entity in Whitfield County provides a facility or program which offers recreational and social opportunities specially designed for Whitfield County's senior citizens.

The efforts of the City of Cohutta augment and assist, rather than duplicating, the mission of the Senior Center to provide recreational and social opportunities to the residents of Whitfield County, as said efforts will provide such opportunities for those senior citizens who are not able to travel the distance to the Senior Center.

While the Senior Center and Seniors Program are open for the use and enjoyment of all of Whitfield County's residents, the Senior Center and Seniors Program provide a higher level of service than the other recreational programs and facilities which Whitfield County and the City of Dalton provide, due to their special focus on the needs of Whitfield County's senior citizens.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

DEC 30 2002

WHITFIELD COUNTY

THE CITY OF DALTON

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Melva Smith

Attest: Jan L. Martin

County Seal:

City Seal:

THE CITY OF TUNNEL HILL

THE CITY OF COHUTTA

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

BY: _____
Don Henderson
Mayor

Attest: Brenda Houston

Attest: _____

City Seal:

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

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

County: Whitfield

Service: Workforce Housing Development

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

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

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

- Yes No

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

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

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

Local Government or Authority: Funding Method:

Whitfield County	No Expenditures
City of Dalton	No Expenditures
City of Varnell	No Expenditures
City of Tunnel Hill	No Expenditures
City of Cohutta	No Expenditures

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

New Contract & DCA Form. Service to be provided by non-profit community housing organization.

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

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	October 29, 2002
	City of Varnell, City of Cohutta,	until modified by
	City of Tunnel Hill	parties

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

None.

7. Person completing form: Bradley Arnold, Whitfield County Administrator

Phone number: (706) 275-7500 Date completed: 10/29/02

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:

DEC 30 2002

Health and Welfare
Workforce Housing Development
Service Delivery Agreement
October 28, 2002

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Workforce Housing Development** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Both the City of Dalton and Whitfield County jointly provide for Workforce Housing Development through the Dalton/Whitfield County Non-Profit Development Foundation, Inc. This Foundation meets the Community Housing Development Organization (CHDO) requirements to provide opportunities for developers to provide Workforce Housing in both the City of Dalton and Whitfield County.

DEC 30 2002

No duplication exists in the delivery of public housing services in Whitfield County, due to the City of Dalton's status as the sole provider of such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

DEC 30 2002

WHITFIELD COUNTY

BY: W. Michael Babb
W. Michael Babb
Chairman, Whitfield County
Board of Commissioners

Attest: Melva Smith

County Seal:

THE CITY OF DALTON

BY: Ray Elrod
Ray Elrod
Mayor

Attest: Jay L. Martin

City Seal:

THE CITY OF TUNNEL HILL

BY: Kenneth F. Gowin
Kenneth Gowin
Mayor

Attest: Brenda Houston

City Seal:

THE CITY OF COHUTTA

BY: _____
Don Henderson
Mayor

Attest: _____

City Seal:

THE CITY OF VARNELL

BY: _____
Lindsey Metcalf
Mayor

Attest: _____

City Seal: