GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY MORGAN

COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS

FOR

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

Georgia Department of Community Affairs Office of Coordinated Planning 60 Executive Park South, N.E. Atlanta, Georgia 30329 For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Coordinated Planning at (404) 679-3114.

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

II. LOCAT GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

- MORGAN COUNTY
- CITY OF BOSTWICK
- CITY OF BUCKHEAD
- CITY OF MADISON
- CITY OF RUTLEDGE

· DOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY NEWTON COUNTY + WALTON COUNTY

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

For each service listed here, a separate Summary of Service Delivery Arrangements form (page 2) must be completed.

- 1. AMBULANCE SERVICES
- 2. ANIMAL CONTROL
- 3. BUILDING INSPECTIONS
- 4. CEMETERY
- 5. CODE ENFORCEMENT
- 6. COURTS
- 7. ECONOMIC DEVELOPMENT
- 8. ELECTIONS
- 9. EMERGENCY MANAGEMENT SERVICES
- 10. FIRE PROTECTION
- 11. HEALTH AND HUMAN SERVICES
- 12. JAILS
- 13. LAND USE PLANNING
- 14. LAW ENFORCEMENT
- 15. LIBRARIES V
- 16. PARKS AND RECREATION
- 17. PROPERTY TAX ASSESSMENT AND COLLECTION
- 18. PUBLIC TRANSPORTATION
- 19. ROAD/BRIDGE CONSTRUCTION/MAINTENANCE
- 20. SENIOR CENTER
- 21. SOLID WASTE COLLECTION/RECYCLING
- 22. SOLID WASTE DISPOSAL
- 23. WASTE WATER
- 24. WATER SUPPLY, TREATMENT AND DISTRIBUTION
- 25. ZONING ADMINISTRATION
- 26. ZONING ENFORCEMENT

Verified

PAGE 2

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:	MORGAN CO	UNTY	Service:	AMBULANCE SERVI	CES
provider Morgan	will be provided : (If this box is c County	county-wide (i.e. hecked, identify t	elivery arrangement f , including all citie he government, au	for this service: es and unincorpora uthority or organiz	ated areas) by a single service sed providing the service.)
DOX IS CI	iecked, identity	the government, a	uthority or organi	zation providing the	
ne broan	nore cities will p ded in unincorpo tion providing th	rated areas. (If th	e only within their is box is checked,	incorporated bour identify the gover	ndaries, and the service will not nment(s), authority or
provide i	nore cities will protect the service in unition providing the	incorporated areas	e only within their s. (If this box is ch	incorporated bour ecked, identify the	ndaries, and the county will government(s), authority or
Other. (If identify t	this box is chec he government,	ked, attach a legi authority, or othe	ble map delineat r organization that	ing the service ar will provide servi	rea of each service provide, and ice within each service area.)
If these condition levels of services	S ⊠ No ons will continue un	der the strategy, atta	ch an explanation fo	r continuing the com-	lication of this service identified? angement (i.e., overlapping but higher overlapping service areas or
to chiminate their	n, me responsible p	arty and the agreed u	pon deadline for com	pleting it.	g each step or action that will be taken
iunus, user rees,	general lunus, spec	cial service district re	y for this service and venues, hotel/motel ta	indicate how the services, franchise taxes, i	ice will be funded (e.g., enterprise impact fees, bonded indebtedness, etc.)
Local Governme	nt or Authority:	Funding Method:			
Morgan Coun	ty	General Fund, User	Fees		
					·
					1 A P
		42			
4. How will the	strategy change the	previous arrangemen	nts for providing and/	or funding this service	within the county?
	Change				
5 List any form	al carrica dalivaru e	- companie og intono			
Agreement N	an service derivery <i>c</i>			that will be used to in	nplement the strategy for this service:
Service Delive			ng Parties:	to the second	Effective and Ending Dates:
Del Aire Dell Ar	Ty Agreement	Morgan	County - All Cities	E. E.	October 1, 1999
		A Total		16 K 10 P	
6. What other me	echanisms (if any) v	vill be used to impler	nent the strategy for the	nis service (e.g., ordir	nances, resolutions, local acts of the
Jeneiai Wasemoi	y, rate or fee change	es, etc.), and when w	ill they take effect?		
Sam	e As # 5				
Person comple	eting form: Mark E) C:-			
hone number:					
_			completed: October		
onsistent with th	e service delivery si	trategy? X es	☐ No	whether proposed lo	cal government projects are
f not provide des	ignated contact pers	son(s) and phone nun	iber(s) below:		
		<u> </u>			

SERVICE DELIVERY AGREEMENT

Morgan County and the cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provids ambulance services for all residents with a contract with National EMS.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the mose efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services

AMBULANCE SERVICES

Service:

Parties:

Agreement:

nor issues for consolidation, this 2 day of November, 1999. **MORGAN COUNTY** Title: CHAIRMAN, BIC **CITY OF BOSTWICK** Title: CITY OF BUCKHEAD Title: Mayor

Attest: MAYOR

Attest: MAYOR

Attest: MAYOR

Attest: May B. Cray

PAGE 2

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

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

County: MORGAN	COUNTY	Service:	ANIMAL CONTROL	
Service will be provide	led county-v	red upon delivery arrangement in vide (i.e., including all cition dentify the government, an	es and unincorpora	ated areas) by a single service sed providing the service.)
Service will be provide box is checked, identification	led only in the	ne unincorporated portion on ment, authority or organi	of the county by a zation providing th	single service provider. (If this he service.)
One or more cities will be provided in uninco organization providing	rporated are	as. (If this box is checked,	incorporated bour identify the gover	ndaries, and the service will not nment(s), authority or
organization providing Morgan County and Other. (If this box is c	unincorpora g the service cities of Bo hecked, atta	ted areas. (If this box is ch .) stwick, Buckhead, Madis ch a legible map delineat	ecked, identify the son, and Rutledge ing the service ar	ndaries, and the county will e government(s), authority or e. The county will e government(s), authority or e. The county will each service provide, and ice within each service area.)
∐ Yes ⊠ N	lo c under the stra 36-70-24(1)),	itegy, attach an explanation fo	r continuing the arra	lication of this service identified? angement (i.e., overlapping but higher overlapping service areas or
If these conditions will be elimito eliminate them, the responsib	nated under the	e strategy, attach an implemen e agreed upon deadline for com	tation schedule listin	g each step or action that will be taken
3. List each government or autl	nority that will	help to pay for this service and	indicate how the servi	ice will be funded (e.g., enterprise impact fees, bonded indebtedness, etc.)
Local Government or Authority:	Funding M			
Morgan County General Fund				
4. How will the strategy change	the previous a	rrangements for providing and/	or funding this service	e within the county?
No Change			-	
	ery agreements	or intergovernmental contracts	that will be used to in	nplement the strategy for this service:
Agreement Name:		Contacting Parties:		Effective and Ending Dates:
Service Delivery Agreement	100	Morgan County - All Cities		October 1, 1999
Morgan County - Madison Ar Agreement	imal	Morgan County - All Cities		January 12, 1998
5. What other mechanisms (if an General Assembly, rate or fee ch	ny) will be used anges, etc.), ar	I to implement the strategy for and when will they take effect?	this service (e.g., ordin	nances, resolutions, local acts of the
Same as #5				
7. Person completing form: Ma	rk B. Craig			
Phone number: (706) 342-072		Date completed: Octobe		
 Is this the person who should consistent with the service deliver 	be contacted b	y state agencies when evaluatin Yes No	g whether proposed lo	ocal government projects are
f not provide designated contact	person(s) and	phone number(s) below:		i i
				h

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

ANIMAL CONTROL

Service:

Parties:

Agreement:	
The city of Madison provides animal control within	ty contract nound activities on a space and it is the
, a	
We the undersigned agree that the foregoing Service Deliveresponsive manner for the delivery of the services describe nor issues for consolidation, this day of	rery Agreement promotes the mose efficient, effective and above and we see no apparent duplication of services, 1999.
MORGAN COJENTY	CITY OF MADISON
By: Mach & bohling	By: 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Title: CHAIRMAN BUC	Title:m Anox
Attest: Mah B. Cray	Attest Mah B. Cray
CITY OF BOSTWICK	CITY OF RUILEDGE
By:	By: Sellen Some at
Title: WAYCK	Title: MAYOR
Attest: Mah B. Cray	Attest: Mah B. Cray
CITY OF BUCKHEAD	
By: Steve Bryant	
Title: MAYON	
Attest: Mah B. Cray	
(' /)	

AGREEMENT

THIS AGREEMENT entered into effective the 12th day of 1998, by and between MORGAN COUNTY, GEORGIA, by and through its Board of Commissioners presently consisting of Mack B. Bohlen, Chairman, Walter Curtis Butler, Jr., Vice Chairman, W. Michael Nabors, DeWitt Knight and Thomas Bell, hereinafter sometimes referred to as "County", and THE CITY OF MADISON, GEORGIA, acting through its Mayor, who currently is Bruce E. Gilbert, and its County presently consisting of R. D. Crawford, Barry N. Lurey, Fred Perriman, Roy Womack and Clyde Sims, hereinafter referred sometimes referred to as "City"; and

WHEREAS, the City has a facility commonly known as the dog pound which it uses to house certain dogs who may be dangerous and/or whose owners cannot be located; and

WHEREAS, the County does not have such a facility and has been using the aforesaid facility of the City; and

WHEREAS, the County has been paying a fee to the City on a daily basis for the storage of such dogs plus certain expenses; and

WHEREAS, the arrangement between the parties has been satisfactory, and the parties wish to memorialize the same in writing; and

NOW THEREFORE, it is hereby agreed as follows:

1.

The hereinbefore referenced recitals are hereby made a part of this agreement.

2.

Upon the written request of the County Manager to do so, the City agrees to accept on a space available basis all dogs brought to the City's dog pound by an employee of the County or a constitutional officer of Morgan County, Georgia.

The County agrees to pay a fee for each such authorized dog who is so maintained by the City at the rate of \$10.00 per dog plus extraordinary expenses such as veterinarian bills.

4.

This agreement will be binding on the parties hereto effective on the date shown hereinbefore, and ending at midnight on the 30th day of June 1998. This agreement will then continue on an annual basis beginning July 1st of each year and ending on June 30th of the next year unless this agreement is terminated under paragraph 5 or paragraph 6 hereinafter.

5.

Either party hereto may cancel and terminate this agreement at the end of any fiscal year, provided notice of such intention to so terminate and cancel the agreement shall be given not later than 180 days prior to the end of said year, otherwise, it shall remain in force on a yearly basis.

6.

If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving fifteen (15) days notice thereof. The parties shall receive pro-rated compensation for services rendered under the agreement. The breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach. The non-breaching party may withhold payment for the purposes of set off.

7.

The City will furnish adequate personnel necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the City.

All notices or communications hereunder shall be sufficient if given and delivered personally or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- a. Chairman, Morgan County Board of Commissioners P. O. Box 168 Madison, GA 30650
- b. Mayor, City of Madison P. O. Box 32 Madison, GA 30650

9.

County shall indemnify and hold City harmless from and against all damages, claims, or demands that may arise or may be occasioned by any decision made to pick up or impound any dog if such requested impounding is done at the direction of the County Manager or any order to terminate the life of any dog if such action was being taken because of a request of the County Manager. County shall defend City against any such damages, claims or demands, and on demand reimburse City for any and all costs and expenses incurred by City in connection therewith, including reasonable attorneys' fees and expenses.

10.

Except as limited in paragraph 9 hereinbefore, City shall indemnify and hold County harmless from and against all damages, claims, or demands that may arise or may be ocassioned by the storage or care of any dog in said facility of City. City shall defend County against any such damages, claims or demands, and on demand reimburse County for any and all costs and expenses incurred by County in connection therewith, including reasonable attorneys' fees and expenses.

11.

The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without

prior written approval of the other party hereto.

12.

It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

13.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

14.

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

15.

Time is and shall be of the essence of this agreement.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

17.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

18.

This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

19.

Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

20.

All references to particular paragraphs and subparagraphs by number or letter refer to the text of the paragraphs or subparagraphs so numbered or lettered in this agreement.

21.

No failure of any party to exercise any power given under

this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

22.

This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

	MORGAN COUNTY BOARD OF COMMISSIONERS
	By: // Call D Self /
	Mack B. Bohlen, Sr., Chairman
	Walter Curtis Bulling
	Walter Curtis Butler, Jr., Vice Chairman
	May bear the A
	DeWitt Knight, Commissioner
	WM- MM
	W. Michael Nahora Com
	W. Michael Nabors, Commissioner
	The to Ben
	Thomas H. Bell, Commissioner
Attes	st: to a day
Signed, sealed and delivered the date first above written	o may clerk
in the presence of:	
09	
Unofficial Witness	
Unorticial Witness	
() focusion	
Notary Public, Morgan Co., G	Ā
My commission expires 10-7	-2000
	CITY OF MADISON, CEORGIA (SEAL)
D	66///
В	
	Bruce E. Gilbert, Mayor
•	
	R. D. Crawford, Council Member
	(Kred Charles
	Fired Perriman, Council Member
	The member
9	Janes de
	Barry N. Lurey, Council Member
	The state of the s

cil Member Member Attest: City Clerk

Signed, sealed and delivered the date first above written in the presence of:

tness

Kussell

Notary Public, Morgan Co., GA

My commission expires Notary Public, Morgan County, Georgia

My Commission Expires April 30, 2000

My Commission Expires April 30, 2000

i:\data\morgan\dogpound.agr

Date Notarized: 1/16/98

PAGE 2

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: MORGAN COI	UNTY Se	rvice:	BUILDING INSPECTIONS
	Service will be provided provider. (If this box is compared to the provided box is checked, identify to the provided in unincorporganization providing the provided to the provided in unincorporganization providing the provided provide	res the agreed upon delivery arrange county-wide (i.e., including all hecked, identify the government) only in the unincorporated por the government, authority or or rovide this service only within trated areas. (If this box is checked service.)	ment f l citie ent, au ction or ganis their cked,	For this service: es and unincorporated areas) by a single service athority or organized providing the service.) of the county by a single service provider. (If this zation providing the service.) incorporated boundaries, and the service will not identify the government(s), authority or
	provide the service in uni organization providing th	ncorporated areas. (If this box	is ch	incorporated boundaries, and the county will ecked, identify the government(s), authority or
	identify the government,	authority, or other organization	n that	ing the service area of each service provide, and will provide service within each service area.)
	If these conditions will continue unclevels of service (See O.C.G.A. 36-competition cannot be eliminated).	der the strategy, attach an explanat 70-24(1)), overriding benefits of the	tion for	r continuing the arrangement (i.e., overlapping but higher cation, or reasons that overlapping service areas or
1	to eliminate them, the responsible pa	arty and the agreed upon deadline for	lemen or com	tation schedule listing each step or action that will be taken pleting it.
:	List each government or authorit funds, user fees, general funds, spec	y that will help to pay for this servicial service district revenues, hotel/m	e and	indicate how the service will be funded (e.g., enterprise exes, franchise taxes, impact fees, bonded indebtedness, etc.)
	Local Government or Authority:	Funding Method:		
	Morgan County	General Fund, User Fees		
				*
				The second secon
4	 How will the strategy change the No Change 	previous arrangements for providing	g and/o	or funding this service within the county?
	. To Change			in the second se
5	i. List any formal service delivery a	greements or intergovernmental cor	itracts	that will be used to implement the strategy for this service:
	Agreement Name:	Contacting Parties:		Effective and Ending Dates:
	Service Delivery Agreement	Morgan County - All Ci	ties	October 1, 1999
	Building Inspection Agreement	Morgan County - Madis	on	August 31, 1994
				111900001, 1221
6 G	. What other mechanisms (if any) vector of the change of t	vill be used to implement the strateges, etc.), and when will they take effi	y for the	his service (e.g., ordinances, resolutions, local acts of the
7.	. Person completing form: Mark B	B. Craig		
	hone number: (706) 342-0725	Date completed: O	otobo	1 1000
8.		ontacted by state agencies when eva		g whether proposed local government projects are
	not provide designated contact pers	• • •		
	Soognated contact pers			

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provides building inspection services to unicorporated areas and to the cities of Bostwick,

BUILDING INSPECTIONS

Buckhead, Madison, and Rutledge. All fees collected go to Morgan County.

Service:

Parties:

Agreement:

We the undersigned agree that the foregoing Service Delivery Agreement promotes the mose efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of Novembox, 1999. MORGAN COUNTY **CITY OF MADISON** Title: CHAIRMAN BOC **CITY OF BOSTWICK** Title: ___ Title: **CITY OF BUCKHEAD** Bryand

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made this 1st day of June, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Buckhead, whose current Mayor is Paul Bryant and whose current Council Members are Charles Bell, Martha Nunnally, Gail Howell Wade and Nelson Stewart, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Buckhead; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Buckhead; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Buckhead; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Buckhead and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Buckhead, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County Building Inspector for the inspection of buildings inside the city limits of the City of Buckhead.

2.

County shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

3.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

5.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
 P. O. Box 168
 Madison, Georgia 30650
 Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Buckhead Buckhead City Hall Buckhead, Georgia 30625 Attn: Mayor, Paul Bryant

6.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

7.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.

Time is and shall be of the essence in this agreement.

	MORGAN COUNTY BOARD OF COMMISSIONERS
Ву	: Idans Carron
100	Henry G. Carson, Chairman
	S. & Saffall k
	S. J. Saffold, Jr. Vice Chairman
	Waller Courter Diller
	Walter Curtis Butler, Jr., Commissioner
	bouglas E. Ewing, Commissioner
	Mall & Bell to
	Mack(Bohlen, Commissioner
Attest:	
	Doris J. Harris, County Clerk
Signed, sealed and delive the date first above wri	rered
in the presence of:	cten
Challe Dans	
Unofficial witness	
Clestor Homas	0
Notary Public, Morgan Co	GA COCCO
My commission expires:	1979
	CITY OF BUCKHEAD, GEORGIA
BY:	Paul Bryant, Mayor
	•
	Charles Bell, Council Member
	Martha M Musually Martha Nunnally, Council Member
	Hail Harre 10 Wal
	Gail Howell Wade Gail Howell Wade, Council Member
	Nelson Stewart, Council Member
Signed, sealed and delive	ered
the date first above writin the presence of:	tten
Males Cally of, Unofficial witness	
_	
0	
Joy an Bryant Notary Public, Mordan Co.	, GA
Joy and Brigant Motary Public, Morgan Co. My commission expires: 05/ I:\buckhead.agr	, GA 75/98

EXHIBIT 'A'

MORGAN COUNTY INSPECTION DEPARTMENT

MADISON, GEORGIA 30650

PHONE 342-4373

PERMIT FEES

\$500 and Less No fee, unless inspection required, in

which case a \$5 fee for each inspection

shall be charged.

\$501 to \$2000 \$5 per thousand or fraction thereof.

\$2001 to \$15,000 \$10 for the first \$2000 plus \$3 for each

additional thousand or fraction thereof,

to and including \$15,000.

\$15,001 to \$50,000 \$49 for the first \$15,000 plus \$2.50 for

each additional thousand or fraction thereof, to and including \$50,000.

\$50001 to \$100,000 \$136.50 for the first \$50,000, plus \$2 for

each additional thousand or fraction thereof

to and including \$100,000.

\$100,001 to \$500,000 \$236.50 for the first \$100,000 plus \$1.25

for each additional thousand or fraction

thereof, to and including \$500,000.

\$500,001 and up \$736.50 for the first \$500,000, plus \$.75

for each additional thousand or fraction

thereof.

MOVING OF BUILDING OR STRUCTURES

For the moving of any building or structure, the fee shall be \$50.

DEMOLITION OF BUILDING

The demolition of any building or structure, the fee shall be \$25. Where work for which a premit is required by this Code has started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made this 1st day of March, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Rutledge, whose current Mayor is Susan Herndon and whose current Council Members are Holley Adams, June Medford, Jimmy Thompson and Franklin Clark, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Rutledge; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Rutledge; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Rutledge; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Rutledge and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Rutledge, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County Building Inspector for the inspection of buildings inside the city limits of the City of Rutledge.

2.

County shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

3.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

4.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
 P. O. Box 168
 Madison, Georgia 30650
 Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Rutledge Rutledge City Hall P. O. Box 277 Rutledge, Georgia 30663 Attn: Mayor, Susan Herndon

6.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

7.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.

Time is and shall be of the essence in this agreement.

MORGAN COUNTY BOARD OF COMMISSIONERS
By: Henry G. Carson Chairman
S. A Solfee le
S. J. Saffold, Jr., Vice Chairman
Walter Curtis Butler, Jr., Commissioner
CLE, 55
Douglas E. Ewing, Commissioner
Mack Bohlen, Commissioner
Attest: Loss A Mans
Doris J. Harris, County Clerk
Signed, sealed and delivered the date first above written
in the presence of:
Unofficial witness
Chista Thomas
Notary Public, Morgan Co., GA My commission expires: 1995
CITIVE CE DIVINI EDGE (Avenue)
BY: CITY/OF RUTLEDGE, GEORGÍA
Sysan Herndon, Mayor
Holley Adams, Council Member
Marie Madde
June Medford, Council Member
Jimmy Thompson, Council Member
Trail D. Clark
Franklin Clark, Council Member
Signed, sealed and delivered the date first above written in the presence of:
Unofficial witness
Notary Public, Morgan Co., GA My commission expires: 3-20-75

Notery Public, Merson County, Garrin My Commission Expires Murch 20, 1995

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Date National 7-26-93

EXHIBIT 'A'

MORGAN COUNTY INSPECTION DEPARTMENT

MADISON, GEORGIA 30650

PHONE 342-4373

PERMIT FEES

\$500 and Less No fee, unless inspection required, in

which case a \$5 fee for each inspection

shall be charged.

\$501 to \$2000 \$5 per thousand or fraction thereof.

\$2001 to \$15,000 \$10 for the first \$2000 plus \$3 for each

additional thousand or fraction thereof,

to and including \$15,000.

\$15,001 to \$50,000 \$49 for the first \$15,000 plus \$2.50 for

each additional thousand or fraction

thereof, to and including \$50,000.

\$50001 to \$100,000 \$136.50 for the first \$50,000, plus \$2 for

each additional thousand or fraction thereof

to and including \$100,000.

\$100,001 to \$500,000 \$236.50 for the first \$100,000 plus \$1.25

for each additional thousand or fraction

thereof, to and including \$500,000.

\$500,001 and up \$736.50 for the first \$500,000, plus \$.75

for each additional thousand or fraction

thereof.

MOVING OF BUILDING OR STRUCTURES

For the moving of any building or structure, the fee shall be \$50.

DEMOLITION OF BUILDING

The demolition of any building or structure, the fee shall be \$25. Where work for which a premit is required by this Code has started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made this 1st day of March, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are s. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Bostwick, whose current Mayor is P. Herschel Speer and whose current Council Members are Troy Dobbs, A. H. Malcom, III, Ronnie Maxwell and June Whittaker, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Bostwick; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Bostwick; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Bostwick; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Bostwick and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Bostwick, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County Building Inspector for the inspection of buildings inside the city limits of the City of Bostwick.

2.

County shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

3.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

4.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
 P. O. Box 168
 Madison, Georgia 30650
 Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Bostwick Bostwick City Hall Bostwick, Georgia 30625 Attn: Mayor, P. Herschel Speer

6.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

7.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.

Time is and shall be of the essence in this agreement.

		MORGAN COUNTY BOARD OF COMMISSIONERS
	Dava	11 0 - (0
	Ву:	Henry G. Carson, Chairman
		1 1 111.0
		D- & Dellow K
		S. J. Saffeld, Jr. Vice Chairman
		Walter Custo Dullar
		Walter Curtis Butler, Jr., Commissione
		X/2 (4)
*		
		Douglas E. Ewing, Commissioner
		Made & bell &
		Mack Bohlen, Commissioner
	244.004.	a folder
	Attest:	Doris J. Harris, County Clerk
		boris o. natura, country crerk
	Signed, sealed and deliv	vered
	the date first above wri	itten
	in the presence of:	
£.	(Miles Curlo	
	Unofficial witness	
	Ol A TU	
	Notary Public, Morgan Co	
	My commission expires:	VAU 25-97
	<u></u>	VIVIS CV
		CITY OF BOSTWICK GEORGIA
		10 - A A A
	By:	P. Herschil freez
		P. Herschel Speer, Mayor
		Clare Della
		Troy Dobbs, Council Member
		and melantite
		N. W. Malgar TII Council Manham
		A. H. Malcom, III, Council Member
		Kon l. Manhall
		Ronnie Maxwell, Council Member
		Que Whittake
	Signed, sealed and deliv	June Whittaker, Council Member
	the date first above wri	June Whittaker, Council Member
	Signed, sealed and delive the date first above writen the presence of:	June Whittaker, Council Member
	the date first above wri	June Whittaker, Council Member
	the date first above wri	June Whittaker, Council Member
	in the presence of: Mulliwy	June Whittaker, Council Member
	in the presence of: Mulliwy	June Whittaker, Council Member Sered

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STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made this 1st day of June, 1993, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Douglas E. Ewing and Mack Bohlen, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Madison, whose current Mayor is Bruce E. Gilbert and whose current Council Members are Barry N. Lurey, Robert D. Crawford, Fred Perriman, Roy Womack and Lyn Hunt, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Morgan County Building Inspector presently provides its services in the unincorporated areas of Morgan County; and

WHEREAS, the Morgan County Building Inspector does not presently provide its services within the city of Madison; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Morgan County Building Inspector shall provide its services within the city limits of the City of Madison; and

WHEREAS, the City wishes to have the existing Morgan County fee schedule for building inspections apply to building inspections within the city limits of the City of Madison; and

WHEREAS, the City is willing and authorized to allow all income derived from said fees for building inspections to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period

not exceeding 50 years, with any other public agency, public corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide building inspection services inside the city limits of the City of Madison and receive the above described payments as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of Morgan County building inspection services inside the city limits of the City of Madison, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

County shall provide the services of the Morgan County
Building Inspector for the inspection of buildings inside the
city limits of the City of Madison.

2.

City shall collect fees for said services based on the Morgan County building inspection fee schedule in effect at the time which the inspection is performed. Ninety percent of all of such fees shall be promptly paid by City to County. The remaining ten percent shall be retained by City. A copy of the present Morgan County fee schedule is attached hereto as Exhibit "A".

З.

In the event the Morgan County Building Inspector is not available or able to perform the agreed upon duties hereunder within the City of Madison or within the unincorporated areas of Morgan County, such duties may at the sole option of City up to 15 days per calendar year be performed by the City of Madison's

City Manager or his designate although ninety percent of all such fees collected shall be paid by the City to County.

4.

This agreement shall be effective upon execution of this agreement by all parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 30 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
 P. O. Box 168
 Madison, Georgia 30650
 Attn: Chairman, Henry G. Carson
- (b) Mayor and Council of The City of Madison Madison City Hall P. O. Box 32 Madison, Georgia 30625 Attn: Mayor Bruce E. Gilbert

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder

hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

rime is and shall be of the essence in this agreement.
MORGAN COUNTY BOARD OF COMMISSIONERS By: Henry G. Carson, Chairman S. J. Saffold, Jr., Vice Chairman Watter Cortis Butler, Jr., Commission Douglas E. Ewing, Commissioner
Mack Bohlen, Commissioner
Attest: Hour O May o
Doris J. Harris, County Clerk
Signed, sealed and delivered the date first above written in the presence of: Unofficial witness What Notary Public, Morgan Co., GA My commission expires: Mai /495
CITY OF MADISON, GEORGIA
Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member
Makert Il Clarton
Robert D. Crawford Council Member
Tred / sum
Fred Perriman, Council Member
- Ky Chemaik
Roy Womack, Council Member
Signed, sealed and delivered the date first above written in file presence of: Whofficial witness Notary Public, Morgan Co., GA My commission expires Public, Morgan County, Georgia I:\Madison.agr My Commission Expires June 4, 1996 Date Notarized 7-/2-93
Date Notarized

EXHIBIT 'A'

MORGAN COUNTY INSPECTION DEPARTMENT

MADISON, GEORGIA 30650

PHONE 342-4373

PERMIT FEES

\$500 and Less No fee, unless inspection required, in

which case a \$5 fee for each inspection

shall be charged.

\$501 to \$2000 \$5 per thousand or fraction thereof.

\$2001 to \$15,000 \$10 for the first \$2000 plus \$3 for each

additional thousand or fraction thereof,

to and including \$15,000.

\$15,001 to \$50,000 \$49 for the first \$15,000 plus \$2.50 for

each additional thousand or fraction

thereof, to and including \$50,000.

\$50001 to \$100,000 \$136.50 for the first \$50,000, plus \$2 for

each additional thousand or fraction thereof

to and including \$100,000.

\$100,001 to \$500,000 \$236.50 for the first \$100,000 plus \$1.25

for each additional thousand or fraction

thereof, to and including \$500,000.

\$500,001 and up \$736.50 for the first \$500,000, plus \$.75

for each additional thousand or fraction

thereof.

MOVING OF BUILDING OR STRUCTURES

For the moving of any building or structure, the fee shall be \$50.

DEMOLITION OF BUILDING

The demolition of any building or structure, the fee shall be \$25. Where work for which a premit is required by this Code has started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.

PAGE 2

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:	MORGAN COL	JNTY	Service: CEMET	ERY
🔲 Service w	ill be provided	es the agreed upon deliver county-wide (i.e., incl necked, identify the go	uding all cities and u	ervice: unincorporated areas) by a single service or organized providing the service.)
Service w	ill be provided	only in the unincorpor	ated portion of the c	ounty by a single service provider. (If this providing the service.)
One or mo be provide organizati	ore cities will preed in unincorpoon	rovide this service only rated areas. (If this both e service.)	y within their incorp x is checked, identif	orated boundaries, and the service will not y the government(s), authority or
One or mo	ore cities will pr	ncorporated areas. (If	within their incorp	orated boundaries, and the county will identify the government(s), authority or
Other. (If identify the	this box is check the government,	ked, attach a legible in authority, or other org	map delineating the anization that will pr	e service area of each service provide, and rovide service within each service area.)
Yes If these condition	⊠ No as will continue un	der the strategy, attach an	explanation for contin	on and/or duplication of this service identified? uing the arrangement (i.e., overlapping but higher or reasons that overlapping service areas or
competition cann	ot be eliminated).			
If these condition to eliminate them	is will be eliminate i, the responsible p	d under the strategy, attac arty and the agreed upon d	th an implementation so leadline for completing i	chedule listing each step or action that will be taken
3. List each gove	ernment or authorit	y that will help to pay for	this service and indicate	how the service will be funded (e.g., enterprise nchise taxes, impact fees, bonded indebtedness, etc.)
Local Governmen	t or Authority:	Funding Method:		
Bostwick	1	General Fund, User Fees		
Buckhead		General Fund, User Fees		
Madison		General Fund, User Fees		
Rutledge		General Fund, User Fees		
4. How will the	A			
	trategy change the C hange	previous arrangements for	r providing and/or fundi	ng this service within the county?
5. List any forma	ll service delivery	ngreements or intergoverni	mental contracts that wil	l be used to implement the strategy for this service:
Agreement Na		Contacting P	arties:	Effective and Ending Dates:
Service Deliver	ry Agreement	Morgan Coun	ty - All Cities	October 1, 1999
General Assembly	chanisms (if any) 7, rate or fee chang 2 As # 5	will be used to implement es, etc.), and when will the	the strategy for this servey take effect?	ice (e.g., ordinances, resolutions, local acts of the
	ting form: Mark	3 Crain		
Phone number:			npleted: October 1, 1999	
8. Is this the person		contacted by state agencies	· -	er proposed local government projects are
	- ::	son(s) and phone number(_	
		pnono numooi(

SERVICE DELIVERY AGREEMENT

Bostwick, Buckhead, Madison, and Rutledge.

Service:

Parties:

Agreement:	
Each city maintains a city cemetery with general fu	ands and user fees.
ja:	
We the undersigned agree that the foregoing Service Delivers provided the services described the services described agree that the foregoing Service Delivers of the services described agree for consolidation, this day of	very Agreement promotes the mose efficient, effective and above and we see no apparent duplication of services 1999.
MORGAN/COUNTY	CITY OF MADISON
By: Made & Bolling	By: / 22/
Attest: Mah B. Cray	Attest: Mah B. Cracy
By:	By: O Blue (1)
Attest: MAUDE B. Cray	Attest: MAY UNE Attest: MAY UNE B. Cray
CITY OF BUCKHEAD	
By: Steve Boyers	
Attest: Mayor B. Crace	

PAGE 2

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:	MORGAN COL	UNTY	Servic	e: CODE ENFORCEM	MENT
Service v provider Morgan Service v	will be provided County Will be provided	county-w hecked, ic only in th	dentify the government, ne unincorporated portion	ties and unincorpo authority or organ n of the county by	orated areas) by a single service nized providing the service.) y a single service provider. (If this
box is cl	necked, identify t	he govern	nment, authority or organ	nization providing	g the service.)
pe provid	nore cities will pr ded in unincorpo tion providing th	rated area	as. (If this box is checked	ir incorporated bo d, identify the gov	oundaries, and the service will not vernment(s), authority or
provide i	ore cities will pr he service in uni tion providing th	ncorpora	ted areas. (If this box is a	ir incorporated be checked, identify	oundaries, and the county will the government(s), authority or
Other. (If identify t	this box is chec he government,	ked, atta cauthority,	ch a legible map deline or other organization th	ating the service at will provide se	area of each service provide, and ervice within each service area.)
☐ Ye If these condition levels of service	s \overline No ons will continue un	der the stra	tegy, attach an explanation	for continuing the s	duplication of this service identified? Arrangement (i.e., overlapping but higher that overlapping service areas or
If these condition to eliminate them	ons will be eliminate m, the responsible p	d under the	e strategy, attach an impleme e agreed upon deadline for co	entation schedule lisompleting it.	sting each step or action that will be taken
3. List each gov funds, user fees,	ernment or authorit general funds, spec	y that will ial service	help to pay for this service ar district revenues, hotel/motel	nd indicate how the set taxes, franchise taxes	ervice will be funded (e.g., enterprise es, impact fees, bonded indebtedness, etc.)
Local Governme		Funding Me			
Morgan Cour	nty	General F	und, Grants		
4. How will the	strategy change the	previous a	rrangements for providing an	d/or funding this ser	vice within the country
No	Change				
Agreement N		igreements	Contracting Parties:	is that will be used to	to implement the strategy for this service:
	ment Agreement		Morgan County - All Cities		Effective and Ending Dates:
Code Linoice			Worgan County - All Cities		October 1, 1999
6 What all	-1 ' ('0')	*** 1			
General Assemb	ly, rate or fee chang	will be used es, etc.), an	I to implement the strategy for id when will they take effect?	r this service (e.g., o	ordinances, resolutions, local acts of the
	ne As # 5				
	eting form: Mark I	3. Craig			
_	(706) 342-0725		Date completed: Octol		
consistent with the	ne service delivery s	trategy?	⊠ Yes □ No	ing whether propose	ed local government projects are
If not provide de	signated contact per	son(s) and	phone number(s) below:		1

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

CODE ENFORCEMENT

Service:

Parties:

Agreement:	
Morgan County will provide code enforcement of Coccur in Morgan County court systems.	County Environmental Ordinances and citations that will
Sy	
We the undergioned some that the formation Comity D. I'm	
We the undersigned agree that the foregoing Service Deliv	ery Agreement promotes the most efficient, effective and
responsive manner for the delivery of the services describe nor issues for consolidation, this 2 day of Noundo	ad above and we see no apparent duplication of services
nor issues for consolidation, this _a_ day of _700,000 Ab	1999.
MORGAN COUNTY	CITY OF MADIGON
MORGAN COUNTY	CITY OF MADISON
By: Mark A Sollink	P. 12 EMM.
By 100mm	By: //2///
Title: CHAIRMAN, BOC	Title: MAyon_
The CAMPIONAL DEC	Title: MAyon
Attest: Wah B. (1847)	Attest: Mah B. (1647)
Jan	Allest J. Mary
('	
CITY OF BOSTWICK	CITY OF RUTDEDGE
1 1 1 1 1 1 1	CILI WI KU VIEDGE
By: _ML. UKVL	By: Delles STOOTT
23	By TO State of Contract
Title: WAYOR	Title:
200	Tide
Attest: W) ach B. (raw)	Attest 1 A Casa 2
The state of the s	Thought Jaste 13. Old
CITY OF BUCKHEAD	
By: Steve Bayons	
Title: Maron /	
200	
Attest. V . B. (said)	
X	4

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT

WITNESSETH:

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer") presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Madison; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Madison as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public

1.

b

corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Madison and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Madison, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Madison.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4.

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6

All notices or communications hereunder shall be sufficient if given and delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners P. O. Box 168 Madison, Georgia 30650 Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Madison P. O. Box 32 Madison, Georgia 30650 Attn: Mayor, Bruce E. Gilbert

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

3

1

	MORGAN COUNTY BOARD OF COMMISSIONERS
	By: //ach of Bollent
	Mack B. Bohlen, Chairman
	111+1+1+
	Walter Gurles Duller
	Walter Cyrtis Butler, Jr., Vice
	Chairman -
	Dutte Month
	DeWitt Knight, Commissioner
	And will a
	If flesh fleton
	W. Michael Nabors, Commissioner
	El
	Thomas H. Bell, Commissioner
	Thomas H. Bell, Commissioner
. Atte	etitor of Za.
Acce	Doris J. Harris, County Clerk
45	borrs o. natris, country crerk
Signed, sealed and delivere	d
the date first above writte	in
in the presence of:	
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Jane D. dasitie	
Unofficial Witness	
Mach	
Mulley	
Notary Public Morgan Co.,	GA
My commission expires: Oct 7	7. 2001
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	CITY OF MADISON, GEORGIA
My commission expires: Oct 7	7, 200)
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My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor
My commission expires: Oct 7	Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor
My commission expires: Oct 7	Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member
My commission expires: Oct 7	Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme Sims, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms, Council Member Lyn Hunt, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms. Council Member Lyn Hunt, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms. Council Member Lyn Hunt, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms. Council Member Lyn Hunt, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms. Council Member Lyn Hunt, Council Member
Signed, sealed and delivered the date first above written in the presence of: Lenda A Renn	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms. Council Member Lyn Hunt, Council Member
My commission expires: Oct 7	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms. Council Member Lyn Hunt, Council Member
Signed, sealed and delivered the date first above written in the presence of: Lenda A Renn	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms. Council Member Lyn Hunt, Council Member
Signed, sealed and delivered the date first above written in the presence of: Unofficial witness Valla	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms, Council Member Lyn Hunt, Council Member
Signed, sealed and delivered the date first above written in the presence of: Lenda A Renn	CITY OF MADISON, GEORGIA By: Bruce E. Gilbert, Mayor Barry N. Lurey, Council Member Fred Perriman Council Member Roy Womack, Council Member Clyme of ms, Council Member Lyn Hunt, Council Member

Notary Public, Morgan County, Georgia

I:\data\madison\entrorce; Godgan County, Georgia

My Commission Expires May 1, 2000

Pare Notarized: 02/08/99

JOB TITLE:

Environmental Code Enforcement Officer

DEPARTMENT:

Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental la in the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- o Development, implementation, and maintenance of a state approved local (county) solid w regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- o Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- o Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- o Serves as code enforcement officer for county by enforcing all county environmental/ development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- o Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors.
- o Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objectives The employee works independently to determine the methods of accomplishing the goals. The work 1 be reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulation.

These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforcer. The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinance are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lifti walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee m be exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Geor
- o Ability to effectively communicate with others.

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT

THIS AGREEMENT is made effective this <u>3rd.day</u> of <u>August</u>, 1999, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Mack B. Bohlen, and whose current members are Walter Curtis Butler, Jr., Vice-Chairman, DeWitt Knight, W. Michael Nabors, and Thomas H. Bell, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Bostwick, whose current Mayor is Wm. David Nunn and whose current Council Members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whitaker, hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer") presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Bostwick; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Bostwick as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Bostwick and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Bostwick, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Bostwick.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written

notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and

delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- Morgan County Board of Commissioners
 P. O. Box 168
 Madison, Georgia 30650
 Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Bostwick
 P. O. Box 129
 Bostwick, Georgia 30623
 Attn: Mayor, Wm. David Nunn

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

COMMISSIONERS

MORGAN COUNTY BOARD OF
By: Mack & Solling Mack B. Bohlen, Chairman
Mack B. Borneri, Orlainian
Waller Purlis Dutler 7
Walter Curtis Butler, Jr., Vice
Chairman
Cay for Now Il
DeWitt Knight, Commissioner
Mm ellal
W. Michael Nabors, Commissioner
The su Ben
Thomas H. Bell, Commissioner
Attest: Haring Harris
Doris J. Halvis, County Clerk

Signed, sealed and delivered the date first above written in the presence of:

Unofficial y

Notary Public, Morgan Co., GA My commission expires: 10-7-2001

CITY OF BOSTWICK, GEORGIA

By:__

Wm. David Nunn, Mayor

De. 011

Troy Dobbs, Council Member

Joe Kidd, Council Member

Marvin Ruark, Council Member

June Whitaker, Council Member

Signed, sealed and delivered the date first above written in the presence of:

Unofficial witness

4

Huly M. Kussell
Notary Public, Morgan Co., GA
My commission expires:_____

i:\data\madison\enforce.bostwick

Notary Public, Morgan County, Georgia
My Commission Expires April 30, 2000
Date Notarized: 7/8/99

JOB TITLE:

Environmental Code Enforcement Officer

DEPARTMENT:

Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental in the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- o Development, implementation, and maintenance of a state approved local (county) solid regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- o Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- o Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- o Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- o Serves as code enforcement officer for county by enforcing all county environmental/development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors
- Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objective The employee works independently to determine the methods of accomplishing the goals. The work be reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulat These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforc The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinar are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lift walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee be exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Gec
- o Ability to effectively communicate with others.

AGREEMENT

THIS AGREEMENT is made effective this <u>25</u> day of <u>JUNE</u>, 1999, by and between MORGAN COUNTY BOARD OF COMMISSIONERS, whose current Chairman is Mack B. Bohlen, and whose current members are W. Michael Nabors, Vice-Chairman, DeWitt Knight, Walter Curtis Butler, and Thomas H. Bell, hereinafter sometimes referred to as "County", and the Mayor and Council of the City of Rutledge, whose current Mayor is William C. Spann, III and whose current Council Members are Lois J. Burns, William J. Dickie, Jr., Michael M. McQuaide and Michelle K. Strott hereinafter sometimes referred to as "City".

WITNESSETH:

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer") presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Rutledge; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Rutledge as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Rutledge and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Rutledge, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Rutledge.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written

notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and

delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
 P. O. Box 168
 Madison, Georgia 30650
 Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Rutledge
 P. O. Box 277
 Rutledge, Georgia 30650
 Attn: Acting-Mayor, William H. Dickie, Jr.

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

COMMISSIONERS

COMMISSIONERS	MORGAN COUNTY BOARD OF
В	y: Mack B. Bohlen, Chairman
	W. Michael Nabors, Vice Chairman
	DeWitt Knight, Commissioner Walter Curtis Butler, Jr., Commissioner
	Thomas H. Bell, Commissioner
Attest:	Doris J. Harris, County Clerk
Signed, sealed and delivered the date first above written in the presence of: Unofficial witness	
Notary Public, Morgan Co., GA My commission expires: 10 3 2003	
D	CITY OF BUTLEDGE, GEORGIA
Ву	William C. Spann, III-Mayor
	Lois J. Burns, Council Member William H. Dickie, Jr., Council Member
	Michael M. McQuaide, Council Member
Signed, sealed and delivered	Michelle K. Strott, Council Member
the date first above written in the presence of:	

Signed, sealed and delivered the date first above written in the presence of: Unofficial witness Notary Public, Morgan Co., GA
My commission expires: Feb. 23, 2003
Notary Public, Morgan County, Gental
Notary Public, Morgan County, Gental
23, 200 JOB TITLE:

Environmental Code Enforcement Officer

DEPARTMENT:

Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental lin the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- o Development, implementation, and maintenance of a state approved local (county) solid w regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- o Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- Serves as code enforcement officer for county by enforcing all county environmental/ development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- o Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors.
- o Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objectives. The employee works independently to determine the methods of accomplishing the goals. The work n be reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulation.

These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforcem. The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinances are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lifting walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee may be exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Georgi
- o Ability to effectively communicate with others.

STATE OF GEORGIA,
COUNTY OF MORGAN

AGREEMENT

WITNESSETH:

WHEREAS, the Environmental Code Enforcement Officer ("Code Officer")
presently provides his services in the unincorporated areas of Morgan County; and

WHEREAS, the Code Officer does not presently provide services within the City of Buckhead; and

WHEREAS, the City wishes the County to enter into an agreement whereby the Code Officer shall provide certain services within the city limits of the City of Buckhead as specified hereinafter in this agreement; and

WHEREAS, the City is willing to allow all fines derived from the violation of the City's scrap tire regulations as well as fines collected due in part to the efforts of the Code Officer to be paid to the County; and

WHEREAS, the public would benefit from the above-described arrangement; and

WHEREAS, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county of the State of Georgia may contract for any period not exceeding 50 years, with any other public agency, public corporation, or public authority, for the provision of services, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is willing and authorized by law to provide certain code enforcement services inside the city limits of the City of Buckhead and receive the above described fines as payments in full for such services; and

WHEREAS, because the public would benefit from the availability of code enforcement services inside the city limits of the City of Buckhead, this agreement serves the best interest of the public; and

NOW, THEREFORE, for and in consideration of the premises herein, the following agreements, conditions, stipulations and obligations are hereby adopted and agreed to by both parties hereto:

1.

The above recitals are made a part of this agreement.

2.

County shall provide the services of the Code Officer for the enforcement of the City's scrap tire regulations inside the city limits of the City of Buckhead.

3.

To the extent the Code Officer, in his sole discretion, has sufficient time to do so, he shall enforce within the aforesaid city limits the solid waste regulations of the City and other ordinances of the City which are similar to those listed in his job summary, a copy of which is attached hereto as Exhibit "A".

4.

This agreement shall be effective upon execution of this agreement by both parties and shall continue one (1) year from said date, and shall be automatically renewed unless written

notice of an intention not to renew the agreement is given to the other party at least 30 days prior to the renewal date.

5.

Either party may terminate this agreement with or without cause upon giving written notice of such intention to the other party at least 90 days prior to the termination date.

6.

All notices or communications hereunder shall be sufficient if given and

delivered personally in writing or sent by registered or certified mail, postage prepaid, addressed to the parties as follows:

- (a) Morgan County Board of Commissioners
 P. O. Box 168
 Madison, Georgia 30650
 Attn: Chairman, Mack B. Bohlen
- (b) Mayor and Council of The City of Buckhead P. O. Box 36 Buckhead, Georgia 30625 Attn: Mayor, Steve Bryant

7.

It is the intention of the parties that the laws of the State of Georgia shall govern the validity of this agreement, the construction of its terms and interpretation of the rights and duties of the parties.

8.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

9.

Time is and shall be of the essence in this agreement.

COMMISSIONERS

MORGAN COUNTY BOARD OF
By: Mack B. Bohlen, Chairman
Watter Gustes Butley
Walter Curtis Butler, Jr., Vice
Chairman (Manifeld
DeWitt Knight, Commissioner
1 MM Meles
W. Michael Nabors, Commissioner
The see
Thomas H. Bell, Commissioner
Attest: Nariu
Doris J. Harris, County Clerk

Signed, sealed and delivered the date first above written in the presence of:

Notary Rublic, Morgan Co., GA
My commission expires: 10-3-200 3

Steve Bryant, Mayor

Charles Bell, Council Member

Nelson Stewart

Nelson Stewart

Nelson Stewart

Gail Wade, Council Member

Martha Nunnally, Council Member

Signed, sealed and delivered the date first above written in the presence of:

Unofficial witness

Notary Public, Morgan Co., GA
My commission expires: 2/26/2000

i:\data\madison\enforce.buckhead

JOB TITLE:

Environmental Code Enforcement Officer

DEPARTMENT:

Commissioners' Office, Morgan County

JOB SUMMARY: This position is responsible for ensuring compliance with environmental la in the areas of solid waste management, water quality, erosion and sediment control, and county ordinances.

MAJOR DUTIES:

- Development, implementation, and maintenance of a state approved local (county) solid w regulatory ordinance including scrap tire regulations.
- o Implementation of a state approved solid waste management program. This program encompasses all types of solid waste issues concerning proper disposal and collection of household, construction and demolition, and commercial wastes.
- o Handles all scrap tire issues in the county. This includes routine inspections of scrap tire generators, responding to tire related complaints, and assuring proper disposal and recycling of scrap tires.
- o Monitors water resources (lakes, streams, wetlands, etc.) and works with Georgia Environmental Protection Division to ensure compliance with state and federal water quality standards.
- o Reviews soil erosion and sediment control plans, forwards plans to the district office of federal Natural Resource Conservation Service, and performs compliance inspections for adherence to the soil erosion and sediment control plan.
- o Answers questions from contractors, developers, engineers, and the general public regarding county environmental/development ordinances.
- o Serves as code enforcement officer for county by enforcing all county environmental/ development ordinances; sends violation notices, issues citations, and testifies in court as necessary.
- o Works with the Georgia Forestry Commission and local fire departments to ensure state and local burning requirements are being followed by the general public and contractors.
- o Works with other state and federal regulatory agencies in assuring compliance with environmental regulations.
- o Reports to the County Manager and the County Commissioners.
- o Controls budget within guidelines.
- o Patrols the county investigating illegal dump sites.
- o Investigates complaints.
- o Performs other related duties as assigned.
- o Attends County Commissioners' meetings when requested.

KNOWLEDGE REQUIRED BY THE POSITION:

- o Must have law enforcement background.
- o Must have knowledge of state laws and county ordinances.
- o Must have knowledge of the geography of Morgan County.
- o Must have knowledge of county policy and procedures.
- o Must have general knowledge in operating modern office equipment, tools, and equipment relating to law and code enforcement.
- o Must have skill in oral and written communication.

SUPERVISORY CONTROLS: The County Manager assigns work in terms of goals and objectives. The employee works independently to determine the methods of accomplishing the goals. The work n be reviewed for the nature and propriety of the results.

GUIDELINES: Guidelines include state laws, county codes, county ordinances, and county regulation. These guidelines require judgement, selection, and interpretation in application.

COMPLEXITY: This position consists of varied technical and administrative tasks in code enforcen. The number and diversity of codes and guidelines contribute to the complexity of the work.

SCOPE AND EFFECT: The purpose of this position is to provide the county with enforcement of county codes and ordinances. Successful performance helps to ensure that county codes and ordinance are effectively enforced.

PERSONAL CONTACTS: Contacts are typically with co-workers, other county employees, state officials, local elected officials, and the general public.

PURPOSE OF CONTACTS: Contacts are typically to give and exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS: The work is performed with the employee sitting, standing, stooping, lifting walking, and driving.

WORK ENVIRONMENT: The work is performed in an office and outdoors, where the employee mabe exposed to noise, inclement weather, and other environmental substances.

MINIMUM QUALIFICATIONS:

- o Knowledge and level of competency commonly associated with certification as a law enforcement officer from an accredited police academy in the State of Georgia.
- o Possession of or ability to readily obtain a valid driver's license issued by the State of Georgi
- o Ability to effectively communicate with others.

PAGE 2

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

County: MORGAN COL	INTY	Service: COURTS	1
Check the box that best described Service will be provided a provider. (If this box is check the box that best described to box in the box is check the box that best described to box in the box that best described to box in the box that best described to box the box that best described to box that best described to box the bo	county-wide (i.e., including	g all cities and unincor	porated areas) by a single service anized providing the service.)
Service will be provided of box is checked, identify the	only in the unincorporated he government, authority of	portion of the county lor organization providi	by a single service/pioyider (If this ng the service.)
	rated areas. (If this box is o		boundaries, and the service will not overnment(s), authority or
	ncorporated areas. (If this l		boundaries, and the county will by the government(s), authority or
	authority, or other organiza		ce area of each service provide, and service within each service area.)
	overlapping service areas, unne	cessary competition and/o	r duplication of this service identified?
☐ Yes ☐ No If these conditions will continue und levels of service (See O.C.G.A. 36- competition cannot be eliminated).	der the strategy, attach an explanation of the strategy of the	anation for continuing the fithe duplication, or reason	e arrangement (i.e., overlapping but higher s that overlapping service areas or
If these conditions will be eliminate to eliminate them, the responsible pa	d under the strategy, attach an arty and the agreed upon deadling	implementation schedule ne for completing it.	listing each step or action that will be taken
3. List each government or authorit funds, user fees, general funds, spec	y that will help to pay for this so ial service district revenues, hot	ervice and indicate how the tel/motel taxes, franchise ta	e service will be funded (e.g., enterprise axes, impact fees, bonded indebtedness, etc.)
Local Government or Authority:	Funding Method:		
Morgan County	General Fund, User Fees		
Bostwick	General Fund, User Fees		
Buckhead	General Fund, User Fees		
Madison	General Fund, User Fees		
Rutledge	General Fund, User Fees		
 4. How will the strategy change the No Change 5. List any formal service delivery a 			d to implement the strategy for this service:
Agreement Name:	Contacting Parties	8:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - A	Il Cities	
6. What other mechanisms (if any) v General Assembly, rate or fee chang	will be used to implement the strees, etc.), and when will they tak	rategy for this service (e.g. e effect?	, ordinances, resolutions, local acts of the
Same As # 5			
7. Person completing form: Mark I	3. Craig		
Phone number: (706) 342-0725		d: October 1, 1999	
3. Is this the person who should be consistent with the service delivery s	trategy? Xes 1	No	osed local government projects are
f not provide designated contact per	son(s) and phone number(s) bel	ow:	

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provides Superior Court, Magistrate Court, Probate Court, and Juvenile Court Services for

the unincorporated areas and incorporated areas of Morgan County. The cities of Madison and Rutledge provide court services for cases in which the municipal court has jurisdiction under state law and city charter. Morgan

COURTS

Service:

Parties:

Agreement:

County provides court services for all law violations committed witin the cities of Bostwick and Buckhead. Cities may use courts but fines and fees collected will be remitted to county. All county ordinance violations will be prosecuted in county courts. We the undersigned agree that the foregoing Service Delivery Agreement promotes the mose efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999. **MORGAN COUNTY CITY OF MADISON** Title: CHAIRMAN **CITY OF BOSTWICK** MAYOR Title: CITY OF BUCKHEAD

PAGE 2

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

County:	MORGAN CO	JNTY Service: COURTS	
Service	will be provided	es the agreed upon delivery arrangement for this service: county-wide (i.e., including all cities and unincorp hecked, identify the government, authority or orga	orated areas) by a single service nized providing the service.)
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provide	nore cities will pr the service in uni tion providing th	ovide this service only within their incorporated be neorporated areas. (If this box is elecked, identify e service.)	oundaries, and the county will the government(s), authority or
Other. (I	f this box is chec	ge, and Madison ked, attach a legible map delineating the service authority, or other organization that will provide se	area of each service provide, and ervice within each service area.)
If these conditions levels of services	ons will continue un (See O.C.G.A. 36-	overlapping service areas, unnecessary competition and/or of the strategy, attach an explanation for continuing the a 70-24(1)), overriding benefits of the duplication, or reasons	
If these condition	ons will be eliminate	d under the strategy, attach an implementation schedule limity and the agreed upon deadline for completing it.	
3. List each gov	ernment or authorit	y that will help to pay for this service and indicate how the s al service district revenues, hotel/motel taxes, franchise taxes	ervice will be funded (e.g., enterprise
Local Governme	nt or Authority:	Funding Method:	, and a second macrotramoss, cite.
Morgan Cour	ity	General Fund, Fines, Forfeitures	
Rutledge		General Fund, Fines, Forfeitures	
Madison		General Fund, Fines, Forfeitures	
		previous arrangements for providing and/or funding this ser	vice within the county?
	Change		
Agreement N	ame:	greements or intergovernmental contracts that will be used to Contacting Parties:	o implement the strategy for this service: Effective and Ending Dates:
Service Delive	ery Agreement	Morgan County - All Cities	October 1, 1999
6. What other management of General Assemble	echanisms (if any) v y, rate or fee change	ill be used to implement the strategy for this service (e.g., or s, etc.), and when will they take effect?	rdinances, resolutions, local acts of the
Sam	e As # 5		
7. Person comple	eting form: Mark E	. Craig	
Phone number:		Date completed: October 1, 1999	
8. Is this the pers	son who should be c e service delivery st	ontacted by state agencies when evaluating whether proposed rategy? Yes No	d local government projects are
If not provide des	signated contact pers	on(s) and phone number(s) below:	
			ii ii

PAGE 2

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

County: MORGAN COU	NTY Service: ECONOMIC DEVELO	PMENT
Service will be provided of	es the agreed upon delivery arrangement for this service: county-wide (i.e., including all cities and unincorpora necked, identify the government, authority or organiz	
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	ovide this service only within their incorporated bourated areas. (If this box is checked, identify the governe service.)	
	ovide this service only within their incorporated bouncorporated areas. (If this box is checked, identify the service.)	
identify the government, a	ked, attach a legible map delineating the service and authority, or other organization that will provide serventhority, Morgan County, Madison	
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Local Government or Authority:	Funding Method:	
Morgan County	General Fund, User Fees	
Bostwick	General Fund, User Fees	
Buckhead	General Fund, User Fees	
Madison	General Fund, User Fees	
Rutledge	General Fund, User Fees	
	previous arrangements for providing and/or funding this servi-	20 within the country?
No Change	agreements or intergovernmental contracts that will be used to	
Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Cities	
		100 4 3 2 4 4 4 4
	will be used to implement the strategy for this service (e.g., ord es, etc.), and when will they take effect?	inances, resolutions, local acts of the
Same As # 5		
7. Person completing form: Mark l	3. Craig	
Phone number: (706) 342-0725	Date completed: October 1, 1999	
consistent with the service delivery s	· L	local government projects are
If not provide designated contact per	son(s) and phone number(s) below:	

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

County: MORGAN CO	UNTY	Service: ECONOMIC DEVEL	ODMENT
1. Check the box that best descri	bes the ag	reed upon delivery arrangement for this somice.	
Service will be provided	county.	wide (i.e., including all cities and unincomor	rated areas) by a single service
provider. (II tills box is	ilecked.	, identify the government, authority or organis	zed providing the service.)
Service will be provided box is checked, identify	only in the gave	the unincorporated portion of the county by a ernment, authority or organization providing t	a single service provider. (If this the service.)
One or more cities will r	provide to	his service only within their incorporated boureas. (If this box is checked, identify the govern	
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organization providing the Morgan County Indust	ne servic rial Aut ked, att	hority, Morgan County, Madison ach a legible man delineating the service of	reg of each coming authority or
1		y, or other organization that will provide serv	
		ing service areas, unnecessary competition and/or dup	
If these conditions will continue ur levels of service (See O.C.G.A. 36 competition cannot be eliminated).	der the st -70-24(1)	rategy, attach an explanation for continuing the arr , overriding benefits of the duplication, or reasons tha	angement (i.e., overlapping but higher t overlapping service areas or
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3. List each government or authori	ty that wil	I help to pay for this service and indicate how the serve district revenues, hotel/motel taxes, franchise taxes,	rice will be funded (e.g., enterprise
Local Government or Authority:	Funding I	Method:	impact rees, bonded indebtedness, etc.
Morgan County	General	Fund, Infrastructure User Fees, State Grant	
Madison		Fund, Infrastructure User Fees, State Grant	
Morgan County Development Authority		Fund, Infrastructure User Fees, State Grant	
The state of the s			
4. How will the strategy change the	previous	arrangements for providing and/or funding this service	e within the county?
No Change			
5 Link and Commeller 1 1 1			
Agreement News	agreement	s or intergovernmental contracts that will be used to in	inplement the strategy for this service:
Agreement Name:		Contracting Parties:	Effective and Ending Dates:
Morgan County Development Au Resolution	thority	Morgan County - Madison	January 25, 1978
Four - County Industrial Authorit	7	Morgan County, Jasper, Newton, Walton Counties	March 2, 1999
6. What other mechanisms (if any)	vill be use	d to implement the strategy for this service (e.g., ordingly when will they take office the	nances, resolutions, local acts of the
The state of the s	es, etc.), a	nd when will they take effect?	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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7. Person completing form: Mark I	B. Craig		
Phone number: (706) 342-0725		Date completed: October 1, 1999	
sometiment with the service delivery 8	rategy?	by state agencies when evaluating whether proposed lo	ocal government projects are
If not provide designated contact per	son(s) and	phone number(s) below:	•

SERVICE DELIVERY AGREEMENT

ECONOMIC DEVELOPMENT Service: Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge. Parties: Agreement: The Morgan County Development Authority (IDA) operates in conjunction with Morgan County and the City of Madison with both entities providing funding. The Morgan County Chamber of Commerce coordinates and promotes new business throughout the county. The Chamber serves existing small businesses and promotes new business development. The City of Madison provides additional economic development services within their incorporated boundary. Morgan County is a member of a Four-County Economic Development Authority and a Four-County Industrial Authority to provide economic development to Morgan, Jasper, Newton, and Walton County. We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999. MORGAN COUNTY **CITY OF MADISON** Title: CHAIRMAN Title: Title: __ CITY OF BUCKHEAD

Title:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF MORGAN COUNTY TO CREATE AND ACTIVATE THE JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY

BE IT RESOLVED by resolution of the Board of Commissioners of Morgan County, in a public meeting duly assembled, and it is hereby resolved by authority of the same that:

Section 1. ACTIVATION OF THE AUTHORITY. It is hereby declared that there is a need for a joint development authority to function in Jasper County, Morgan County, Newton County and Walton County. Such authority, to be known as the "Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County," is hereby created and activated. Said authority, herein called the Authority, shall transfer business pursuant to, and exercise the powers provided by the provisions of, the Development Authorities Law, codified in the Official Code of Georgia Annotated Title 36, Chapter 62, as the same now exists and as it may be hereafter amended.

Section 2. <u>JOINT AUTHORITY</u>. This Authority is created and activated by this resolution of the governing body of Morgan County as a joint authority pursuant to the provisions of Ga. L. 1981, p. 1419, as amended, and the Official Code of Georgia Annotated § 36-62-5.1.

Section 3. BOARD OF DIRECTORS.

- (a) The Authority shall be controlled by a Board of Directors (the "Board") consisting of eight members. Two members of the Board shall be appointed by the Board of Commissioners for each county. Each member appointed to the Board shall be a taxpayer residing within the County making the appointment to the Board. One member of the Board from each county shall be an ex-officio member of the Board of Commissioners of that county. The other member of the Board from each county may be any taxpayer residing within that county who is not a member of the Board of Commissioners.
- (b) The initial eight members of the Authority are to be appointed by the Boards of Commissioners of each participating county at the first open meeting of such body following its adoption of this resolution, for terms beginning on the date of the first meeting of the Authority following the adoption of this resolution and extending the number of years indicated below opposite each position.

ATL2-809526-2 February 16, 1999--17:31:43

POSITION	INITIAL TERM OF OFFICE	COUNTY MAKING APPOINTMENT
1 2 3 4 5 6 7 8	2 years 2 years 2 years 2 years 4 years 4 years 4 years 4 years 4 years	Jasper Morgan Newton Walton Jasper Morgan Newton Walton

After the initial term, the terms of all directors shall be for four years. If at the end of any term of any member, a successor to such member has not been appointed, the member whose term of office has expired shall continue to hold office until his successor is appointed.

- (c) The members shall receive no compensation for their services, but shall be reimbursed for their actual expenses incurred in the performance of their duties. A majority of the members of the Authority shall constitute a quorum, but no action may be taken by the Authority without the affirmative vote of a majority of the full membership of the Authority. The members of the Authority shall meet at least quarterly and shall develop an operational business plan for the Authority.
- Section 4. OFFICERS. The directors of the Board shall elect one (1) of their members as chairman and another as vice chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not be, a director.
- Section 5. <u>AUDITED FINANCIAL STATEMENTS</u>. The Authority shall provide to the fiscal officer of a participating county an audited financial statement if such audit has been required by the participating county within six months of the end of the previous fiscal year.
- Section 5. FILING WITH SECRETARY OF STATE. A copy of this resolution shall be filed with the Secretary of State of Georgia.
- Section 6. <u>EFFECTIVE DATE</u>. This joint and concurrent resolution shall become effective on the date of its adoption by the governing body last adopting the same.

SO RESOLVED this 2nd day of March, 1999.

MORGAN COUNTY BOARD OF COMMISSIONERS
John Strike of Commissioners
By: //ach A Soul
By: 11 July 15 John &
Mack B. Bohlen, Sr., Chairman
10 (On a 1) On a
W. Michael Naborg Vice of
W. Michael Nabors, Vice Chairman
11/ It to it of the
(Valler & Mikery) willer It
Walter Curtis Butler, Jr.,
Commissioner Commissioner
James Long!
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Je Suttle Amile
DeWitt Knight, Commissioner
(3) Committee of the co
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Thomas H. Bell, Commissioner
Attest: August Angel
Doris J. Harris, County Clork

MORGAN COUNTY, MADISON, GEORGIA

JANUARY 25, 1978

THE HONORABLE BOARD OF COMMISSIONERS OF MORGAN COUNTY MET THIS DAY IN A SPECIAL CALLED MEETIN

ALL MEMBERS PRESENT

Meeting was called to order by Chairman Mason at 7:30 p.m..

Following a discussion concerning the creation of a Development Authority of Morgan County, unthe Development Authorities Law (Ga. Laws 1969, page 137, as amended) a motion was made by Cor Underwood and seconded by Comm. Nunn to adopt the following Resolution:

A RESOLUTION TO DECLARE THE NEED FOR THE CREATION OF A DEVELOPMENT AUTHORITY TO FUNCTION IN MORGAN COUNTY, GEORGIA, PURSUANT TO THE PROVISIONS OF THE DEVELOPMENT AUTHORITIES LAW; TO APPOINT A BOARD OF DIRECTORS FOR SAID DEVELOPMENT AUTHORITY; TO AUTHORIZE SAID DEVELOPMENT AUTHORITY TO EXERCISE THE POWERS CONTAINED IN THE DEVELOPMENT AUTHORITIES LAW; TO PROVIDE FOR NOTICE TO THE SECRETARY OF STATE OF THE STATE OF GEORGIA OF THE ADOPTION OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES:

WITNESSETH:

WHEREAS, it has been determined by the Board of Commissioners of Morgan County, Georgia, that there exists an urgent need to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities within Morgan County, Georgia; and

WHEREAS, there has existed for several years in Morgan County a public corporation known as the Morgan County Development Authority created by an amendment to the Constitution of the State of Georgia (Ga. Laws 1962, page 1182), duly ratified and proclaimed, and an act of the General Assembly of the State of Georgia (Ga. Laws 1963, page 3490) for the purpose of developing, promoting and expanding for the public good and general welfare, industry, agriculture, commerce, natural resources and vocational training within Morgan County; and

WHEREAS, the amendment to Article VII, Section VII of the Constitution of the State of Georgia which permits the General Assembly of Georgia to create Development Authorities for certain purposes and which was ratified at the General Election of November 5, 1968, and thereafter duly proclaimed by the Governor of Georgia (Ga. Laws 1968, page 1606), and the Development Authorities Law (Ga. Laws 1969, page 137), as amended (the "Development Authorities Law"), which was enacted by the General Assembly of Georgia and approved by the Governor of Georgia pursuant to authority granted in said Constitutional amendment, authorize each county and each municipal corporation in the State of Georgia to activate Development Authorities within each such county and municipal corporation, said Development Authorities having been created upon the adoption and approval of the Development Authorities. Law; and

WHEREAS, said Development Authorities Law, as amended, grants broader powers in the area of general industrial development to Development Authorities created thereunder than are granted under the terms of the constitutional amendment and legislative act creating the Morgan County Development Authority and the Board of Commissioners of Morgan County is desirous of having two authorities in Morgan County which can be used to promote and develop for the public good and welfare trade, commerce, industry and employment opportunities in said County; and

WHEREAS, the Board of Commissioners of Morgan County, Georgia, after thorough investigation, has determined that it is desirable and necessary that said Development Authority of Morgan County be activated immediately in order to fulfill the present needs expressed herein;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Morgan County, Georgia, and it is hereby resolved by the authority of the same, that there be and there is hereby determined and declared to be a pressing, existing and future need for a Development Authority (as more fully described and defined in the Development Authorities Law), to function in Morgan County, Georgia, for the purposes of developing and promoting for the public good and general welfare trade, commerce, industry and employment opportunities in said County thereby promoting the general welfare of the citizenry.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there is hereby activated in Morgan County, Georgia, the public body corporate and politic known as the "Development Authority of Morgan County" which was created upon the adoption and approval of the Development Authorities Law and particularly Section 2 thereof.

BE IT FURTHER RESOLVED, by the aforesaid authority, that there be and there are hereby elected as members of the first Board of Directors of the Development Authority of Morgan County the following named persons, each of whom is a taxpayer of Morgan County and none of whom is an officer or employee of said County:

upon its adoption by the Board of Commissioners of Morgan County, Georgia, and from and after such adoption the Development Authority of Morgan County shall be deemed to be fully created and activated.

Adopted and approved this 25 day of January,

BOARD OF COMMISSIONERS OF MORGAN COUNTY, GEORGIA

Chailrman

(SEAL)

Attest:

Glady Miller

- 1

-

Eugene P. Baldwin	2 20000
W. B. Chambers	2 years
Eldred P. Hudson	2 years
	4 years
J. M. Griffin, Sr.	_ 4 years
E. R. Lambert	_ 6 years
Robert E. Mason	_ 6 years
Charles A. Stewart	•
	_ 6 years

BE IT FURTHER RESOLVED, by the aforesaid authority, that commencing with the date of adoption of this resolution by the Board of Commissioners of Morgan County, each of said persons named as directors above shall serve in such capacity for the number of years set forth opposite their respective names, and if at the end of any term of office of any director, a successor thereto shall not have been elected then the director whose term of office shall have expired shall continue to hold office until his successor shall be so elected.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Board of Directors of the Development Authority of Morgan County hereinbefore elected shall organize itself, carry out its duties and responsibilities and exercise its powers and prerogatives in accordance with the terms and provisions of the Development Authorities Law as it now exists and as it might hereafter be amended or modified.

BE IT FURTHER RESOLVED, by the aforesaid authority, that the Clerk of the Board of Commissioners of Morgan County shall furnish immediately to the Secretary of State of Georgia a certified copy of this resolution in compliance with the mandate set forth in Section 2 of the Development Authorities Law.

BE IT FURTHER RESOLVED, by the aforesaid authority, that action taken by the Board of Commissioners of Morgan County as hereinbefore specified is not intended in any way to affect the Morgan County Development Authority, including, without limitation, its existence, purpose, organization, powers or function.

rity, that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED, by the aforesaid authority, that this resolution shall be effectively immediately

CLERK'S CERTIFICATE

I. Gladys C. Miller , Clerk of the Board of Commissioners of Morgan County, Georgia, do hereby certify that the foregoing constitutes a true and correct copy of a resolution pertaining to the activation of the Development Authority of Morgan County which was adopted on January 25, 1978, by the Board of Commissioners of Morgan County in a meeting duly called and assembled and open to the public; that the original of said resolution appears of record in the Minute Book of the Board of Commissioners of Morgan County which is in my custody and control; and that the same has not been amended or repealed.

I further certify that a certified copy of the resolution has been furnished to the Secretary of State of the State of Georgia as required by the Development Authorities Law.

Given under my hand and seal of Morgan County, Georgia, this 26 day of January, 1978.

Clerk, Board of Commissioners of Morgan County, Georgia

(SEAL)

PAGE 2

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: MORGAN COL	JNTY	Service:	ELECTIONS	
Check the box that best describ Service will be provided provider. (If this box is classes)		g all citie	s and unincorpora	ted areas) by a single service ed providing the service.)
Service will be provided box is checked, identify t	only in the unincorporated he government, authority	l portion o or organiz	of the county by a station providing the	single service provider. (If this ae service.)
One or more cities will probe provided in unincorporary organization providing the	rated areas. (If this box is	thin their checked, i	incorporated bound identify the govern	ndaries, and the service will not nament(s), authority or
	ncorporated areas. (If this			daries, and the county will government(s), authority or
identify the government,	ked, attach a legible map authority, or other organiz es: See Attached Agreement).	ation that	ing the service ar will provide servi	ea of each service provide, and ce within each service area.)
2. In developing the strategy, were ☐ Yes ☐ No If these conditions will continue unlevels of service (See O.C.G.A. 36-competition cannot be eliminated).	der the strategy, attach an expl	lanation fo	r continuing the arra	angement (i.e., overlapping but higher
If these conditions will be eliminate to eliminate them, the responsible p	d under the strategy, attach an arty and the agreed upon deadl	implement ine for com	tation schedule listing pleting it.	g each step or action that will be taken
3. List each government or authorit funds, user fees, general funds, spec	ty that will help to pay for this social service district revenues, he	service and otel/motel ta	indicate how the services, franchise taxes, i	ice will be funded (e.g., enterprise mpact fees, bonded indebtedness, etc.)
Local Government or Authority:	Funding Method:			
Morgan County	General Fund, User Fees	General Fund, User Fees		
Bostwick	General Fund, User Fees			
Buckhead	General Fund, User Fees			
Madison	General Fund, User Fees			The control of the co
Rutledge	General Fund, User Fees			
 4. How will the strategy change the No Change 5. List any formal service delivery a 				e within the county? Inplement the strategy for this service:
Agreement Name:	Contacting Partie			Effective and Ending Dates:
Service Delivery Agreement	Morgan County - A	All Cities		
6. What other mechanisms (if any) of General Assembly, rate or fee change	will be used to implement the stees, etc.), and when will they tal	trategy for t ke effect?	his service (e.g., ordi	nances, resolutions, local acts of the
Same As # 5				
7. Person completing form: Mark I	3. Craig		34 = = [
Phone number: (706) 342-0725	Date complete			
8. Is this the person who should be consistent with the service delivery s		en evaluatin No	g whether proposed lo	ocal government projects are
f not provide designated contact per	son(s) and phone number(s) be	elow:		

PAGE 2

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: MORGAN C		Service: ELECTIONS	
	1. Check the box that best descri	l county-wide (i.e., includin	angement for this service:	rated areas) by a single service
	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 p be provided in unincorpe organization providing the	stated atous. (II tills black is t	thin their incorporated bo checked, identify the gove	undaries, and the service will not ernment(s), authority or
	organization providing the Morgan County (And a Other. (If this box is checked)	ne service.) ll cities: See Attached Agreked, attach a legible man	box is checked, identify the reement)	undaries, and the county will he government(s), authority or area of each service provide, and
		authority, or other organiza	mon that will provide ser	vice within each service area.)
				plication of this service identified?
1	competition cannot be eliminated).		the duplication, or reasons of	
		y mise the abroom about the	IGITOL COLLUMNING IT.	ing each step or action that will be taken
f	, Berrerus sussus, opoc	ty that will help to pay for this se cial service district revenues, hot	rvice and indicate how the ser depoted maxes, franchise taxes,	vice will be funded (e.g., enterprise impact fees, bonded indebtedness, etc.)
1	Local Government or Authority:	Funding Method:	1,	, , , , , , , , , , , , , , , , , , , ,
	Morgan County	General Fund		
	Bostwick	General Fund		
	Buckhead	General Fund	(*)	
	Madison	General Fund		-
	Rutledge	General Fund		
4	. How will the strategy change the	previous arrangements for provi	ding and/or funding this gomi-	
	No Change			mplement the strategy for this service:
	Agreement Name:	Contacting Parties:	contracts that will be used to i	mplement the strategy for this service: Effective and Ending Dates:
	Service Delivery Agreement	Morgan County - Al	l Cities	October 1, 1999
				0000001, 1999
ı				
6.	What other mechanisms (if any) v	vill be used to implement the stre	tagy for this service (1	nances, resolutions, local acts of the
G	eneral Assembly, rate or fee change	es, etc.), and when will they take	effect?	nances, resolutions, local acts of the
	Same As # 5			
7.	Person completing form: Mark B	Craig		
	one number:(706) 342-0725		October 1, 1999	
8.	Is this the person who should be consistent with the service delivery st	ontacted by state agencies when	evaluating whether proposed le	ocal government projects are
	not provide designated contact pers			
-				

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

ELECTIONS

Service:

Parties:

Agreement:	
	wide to unincorporated and incorporated residents.
Morgan County holds County, State and Federal el	lections.
	otions and many continue to 141. G
We the undersigned agree that the foregoing Service Deliversponsive manner for the delivery of the services describe nor issues for consolidation, this 2 day of November 1988. MORGAN COUNTY By: Mach & Solland Title: CHAIRMAN ROC Attest: Walk & Chair	CITY OF MADISON By: Salah B. Cary Attest: Mayor Attest: Mayor
CITY OF BOSTWICK By: Title:	CITYOFRETLEDGE By: Sellowa. Social Title: MAYON Attest: Mah B. Cray
By: Steve Brush	
Attest: Mayor Attest: Mah B. Cray	

PAGE 2

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: MORGAN COL	JNTY	Service: EMERGENCY MANA	CEMENT SERVICES	
 Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized providing the service.) Morgan County 				
Service will be provided box is checked, identify t	only in the unincorporated placed in the government, authority of	portion of the county by a r organization providing t	single service provider. (If this the service.)	
One or more cities will probe provided in unincorpo organization providing the	rated areas. (If this box is c	nin their incorporated bou hecked, identify the gover	andaries, and the service will not rnment(s), authority or	
One or more cities will provide the service in uni organization providing th	ncorporated areas. (If this b	nin their incorporated bou ox is checked, identify th	ndaries, and the county will e government(s), authority or	
Other. (If this box is check identify the government,	ked, attach a legible map outhority, or other organization	delineating the service and that will provide serv	rea of each service provide, and ice 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).				
to ominiate them, the responsible pa	arty and the agreed upon deadling	e for completing it.	ng each step or action that will be taken	
3. List each government or authorit funds, user fees, general funds, spec	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:	nent or Authority: Funding Method:			
Morgan County	General Fund			
			· .	
4. How will the strategy change the	previous arrangements for provi	ding and/or funding this service	a within the country?	
		and and or randing this service	e within the country?	
No Change				
5. List any formal service delivery a	greements or intergovernmental	Contracts that will be and the f	mplement the strategy for this service:	
Agreement Name:	Contacting Parties:			
Service Delivery Agreement	Morgan County - All		Effective and Ending Dates:	
Emergency Management Operation			October 1, 1999	
	g I tall Worgan County - All	Cines	May 19, 1998	
6 When all and a company				
6. What other mechanisms (if any) v General Assembly, rate or fee change	/ill be used to implement the stra	stegy for this service (e.g., ordi	nances, resolutions, local acts of the	
	o, otoly, and whom win may take	Circuit		
Same As # 5				
7. Person completing form: Mark B	J. Craig			
Phone number: (706) 342-0725		: October 1, 1999		
8. Is this the person who should be c consistent with the service delivery st	ontacted by state agencies when	evaluating whether proposed le	ocal government projects are	
If not provide designated contact person(s) and phone number(s) below:				
. Possess person(e) and phone number(s) below:				

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provides Emergency Management Services (EMS) to Morgan County's unincorporated and

EMERGENCY MANAGEMENT SERVICES

incorporated residents per a county wide Operating Plan.

Service:

Parties:

Agreement:

We the undersigned agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Service De responsive manner for the delivery of the services described agree that the foregoing Services described agree that the foregoing Services agree that the foregoing Se	elivery Agreement promotes the mose efficient, effective and ribed above and we see no apparent duplication of services, 1999.
MORGAN COUNTY	CITY OF MADISON
Title: <u>CHAIRMAN</u> , BDC, Attest: Mah B. Cray	Title: MAYOR Attest: Mah B. Cray
By:	By. Salle Sacret Attest: Mah B. Cray
By: Steve Bryond	
Attest: Mah B. Cray	

LOCAL GOVERNMENT RESOLUTION FOR EMERGENCY MANAGEMENT

Revision 2/1/98

SECTION I - DEFINITION

"Emergency Management means the preparation for the carrying out of all emergency functions other than functions for which military forces are primarily responsible to prevent, minimize, and repair injury and damage resulting from emergencies, energy emergencies, disasters, or the imminent threat thereof, of manmade or natural origin"... "These functions include, without limitation, firefighting services; police services [public safety]; medical and health services; engineering; warning services; communications; defense from radiological, chemical, and other special weapons; evacuation of persons from stricken areas; emergency welfare services; emergency transportation; [nuclear power] plant protection; temporary restoration of public service utility services; and other functions related to civilian protection, together with all other activities necessary or incidental to the preparation for and carrying out of the foregoing functions." (Georgia Emergency Management Act of 1981, As Amended December 1992,

SECTION II - LOCAL ORGANIZATION FOR EMERGENCY MANAGEMENT

"In cases where a county [local government] has an organization for emergency management, such organization shall include participation by each city within the county unless the governing authority of any particular city elects to implement its own organization for emergency management. Any two or more of the above-mentioned political subdivisions may, with the approval of the [Georgia Emergency Management Agency] director, contract with each other so as to form one emergency management organization for the entire area included in the bounds of the contracting political subdivisions. The executive officer or governing body of the political subdivision is authorized to nominate a local director whose nomination must be endorsed by the (state emergency management) director prior to the appointment by the Governor." Upon appointment, the local emergency management agency director shall have direct responsibility for the organization, administration, and operations of the local organization for emergency management, subject to the direction and control of the executive officer or governing body and shall serve at the pleasure of such executive officer or governing body. The local director shall:

- maintain an emergency management office in a building owned or leased by the political subdivision and the director or designee shall be available or on call at all times beyond
- develop, in conjunction with public and private agencies/organizations that have responsibility for designated emergency support functions, plans for responding to and recovering from
- respond to emergency scenes, command posts, and operation centers

major revisions Agency by the lower with the understood this plan for compare the compare	zations which have poroved emergency mare being submitted ocal Emergency Margned local governmenthat the Georgia Empliance with all federal	rimary responsibility for en anagement plan. A copy of to the Georgia Emergen agement Agency Directo nt officials or legally appoin ergency Management Agental and state requirements.	of this plan and/or ncy Management r, in coordination inted successors. gency will review
	ocal government off the Georgia Emerge as stated in this reso	icials, we understand ar ncy Management Act of lution.	nd agree to the 1981, amended,
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SECTION VI - LOCAL EMERGENCY MANAGEMENT AGENCY PLAN

The Morgan County Emergency Management Agency has developed, in partnership with local government and community

All applicable elected local government officials to include the Chairperson of the County Commission, Mayor(s) of Municipalities, and/or Chief Executive Officer for the jurisdiction(s) should sign this resolution.

Insert county seal

X 2 + 6,2 + 2 N

MORGAN County
Hazard Mitigation Plan

Adopted May 19, 1998 The Morgan Co. Emergency Management Agency has developed, in partnership with additional community agencies/organizations from the county, a hazard mitigation plan. This plan has been approved by the local government and/or updated to accommodate major revisions. A copy of the plan including major revisions is being submitted to the Georgia Emergency Management Agency for compliance with all federal and state requirements.

14

As authorized local government officials, we understand and support the following hazard mitigation plan. signature date Morgan County Commissio title title signature signature date Mayor of City of Madison title signature date City of Bostwick Mayor of title signature date Mayor of City of Rutledge title signature date Mayor of City of Buckhead title title

All applicable elected local government officials to include the Chariperson of the county Commission, Mayor(s) of Muncipalities, and/or Chief Executve Officer for the jurisdication(s) should sign this resolution.

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT FOR CENTRAL DISPATCH SERVICES

WHEREAS, MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose current Chairman is Mack B. Bohlen, and whose current Vice-Chairman is W. Michael Nabors, and whose current members are Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell, hereinafter sometimes referred to as "County", and the CITY OF MADISON, GEORGIA, a Georgia Municipality, whose current Mayor is Bruce E. Gilbert, and whose current council members are Barry N. Lurey, Fred Perriman, Roy Womack, Clyde Sims and Lyn Hunt, hereinafter sometimes referred to as "City", currently jointly operate the Madison-Morgan County 911 Central Dispatch Service; and

WHEREAS, the parties have been negotiating under House Bill #489 to determine which services are more efficiently provided by one service provider; and

WHEREAS, the parties recognize that it would be more efficient for central dispatch services to be provided throughout their respective areas by only one of the parties hereto; and

WHEREAS, the parties further recognize that the County is the most logical provider of central dispatch services; and

WHEREAS, the parties want to contract with each other for the County to furnish central dispatch services to the City; and

WHEREAS, the parties are authorized to contract for central dispatch services under Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration of mutual promises exchanged between the parties in compliance with the provisions, terms and conditions of state statutes pertaining thereto, the parties hereto hereby agree as follows:

1.

RECITALS. The above recitals are made a part of this agreement.

2.

TERM. This agreement will be binding on the parties hereto effective the 1st day of July, 1999, and ending at midnight on the 30th day of June, 2000. This agreement will then continue on an annual basis beginning July 1st of each year and ending June 30th of the next calendar year unless this agreement is terminated under the terms of this agreement.

3.

FUNCTIONS. The County shall be solely responsible for the organizing, operating, furnishing of equipment and personnel, as well as all other functions of the Morgan County Central Dispatch Service.

4.

SUCCESSOR IN INTEREST. The parties hereto recognize that the Morgan County
Dispatch Service is a successor in interest and owner of all equipment and personalty formerly
owned by the Madison-Morgan County Central Dispatch Service, which was formerly known as
the Madison-Rutledge-Morgan County Central Dispatch Service, and upon termination, the

status quo prior to execution of this agreement.

5.

PAYMENTS. This agreement shall govern the rights and obligations of the parties hereto. The City shall make payment to the County's general fund for all sums due under this agreement.

6.

TERMINATION FOR CONVENIENCE. Either party may cancel and terminate this agreement at the end of any fiscal year, provided notice of such intention to so terminate and cancel this agreement shall be given not later than 60 days prior to the end of said fiscal year, otherwise, it shall remain in force on a yearly basis.

7.

PERSONNEL. The County shall furnish adequate personnel through funding from the County necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the County.

8.

RETENTION OF REVENUE. Any and all revenue paid to or obtained by the Central Dispatch Service or the County for services provided thereunder (including but not limited to all telephone 911 franchise fees, cellular telephone franchise fees, and interest earned) shall be paid to and/or retained by the County.

9.

PAYMENT BY CITY TO COUNTY. The amount of payment by the City to the County for services provided under this agreement shall be determined on a basis of a

combination of revenue shortfall and percentage usage as further described hereinafter. The City shall pay the County an amount determined by the previous period's revenue shortfall multiplied by the percentage of telephone calls made to the Central Dispatch Service for City calls (i.e. a call for police and/or fire services for which the City is the primary responder). Therefore, during the first year of this agreement, the parties have estimated in the fiscal year 2000 budget, gross capital and operating expenditures of \$312,904.00, gross revenues from non-government sources of \$131,733.00 (i.e. \$11,733.00 from Bell South cellular telephone franchise fees and \$120,000.00 from Bell South 911 franchise fees) \$750.00 interest earned, and \$10,000.00 fund balance (i.e. monies from the dispatch reserve). This results in a total estimated net revenue shortfall of \$170,421.00, i.e. \$312,904.00 minus \$142,483.00. The estimated City call volume is 32.30% of the total Central Dispatch call volume during said fiscal year. Therefore, for the first fiscal year of this agreement, the City shall pay the County the sum of \$55,045.98 for said dispatch service, i.e. 32.30% of the total revenue shortfall of \$170,421.00. The parties recognize that payments due for the first fiscal year under this agreement is based on an estimate and there shall be no adjustment if the actual numbers (expenditures or revenues) or the percentage of City calls differs from the said estimates. For the second and all subsequent years of this agreement, the amount owing by the City to the County shall be determined using the actual numbers and percentages for the latest available twelve (12) months. No later than the April 15 prior to the start of second and all future years of this agreement, County shall furnish an estimate of the monies which will be owed by City to County for the upcoming fiscal year for said dispatch services.

TIME OF PAYMENT. All sums owing by the City to the County under this agreement shall be paid within 10 days of the sending of the invoice by the County to the City. This billing shall be in advance on a quarterly basis. Therefore, on July 1, 1999, the City shall pay the County the sum of \$13,761.50 which is 25% of the said \$55,045.98 payment due for the said first fiscal year.

11.

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

- Mack B. Bohlen, Chairman
 Morgan County Board of Commissioners
 P. O. Box 168
 Madison, GA 30650
- b. Bruce E. Gilbert, MayorCity of MadisonP. O. Box 32Madison, GA 30650

TRANFER. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without prior written approval of all parties hereto.

13.

TERMINATION. If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving 60 days notice thereof. The parties shall receive pro-rated compensation for services rendered under the agreement. The breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach.

14.

LAWS OF GEORGIA. It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

15.

SEVERABILITY. If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable

provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

16.

OTHER DOCUMENTS. On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

17.

TIME OF ESSENCE. Time is and shall be of the essence of this agreement.

18.

AUTHORITY. The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

19.

SOLE AGREEMENT. This agreement supersedes all prior discussions and agreements between the parties (including but not limited to the document entitled "Agreement for Joint Operation of Madison-Rutledge-Morgan County Central Dispatch" which became effective August 26, 1983, as well as any subsequent agreements regarding said Dispatch Service) and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument

executed by or on behalf of the parties in the same manner in which this agreement is executed.

No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

20.

BINDING EFFECT. This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

21.

HEADINGS. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating reference to this agreement and shall not supplement, limit or otherwise vary the text of this agreement in any respect.

22.

REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

23.

POWERS CUMULATIVE. Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

NO WAIVER. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

25.

COUNTERPARTS. This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

MURGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)
By: // ach & Bohlseath
Mack B. Bohlen, Sr., Chairman
MM/MI
(SEAL)
W. Michael Nabors, Vice Chairman
Walter Gutter Bullet (SEAL)
Walter Curtes Butler, Jr., Commissioner
DeWitt Knight, Comphissioner (SEAL)
O COMPANSSIONEI
The Sen (SEAL)
Thomas H. Bell, Commissioner
Attest: (SEAL) Doris J. Harris, County Clerk
[AFFIX COUNTY SEAL]

9 of 11

the date first above written in the presence of:

Unofficial witness

Notary Public, Morgan Co., GA
My commission expires: 10-3-200 3

Signed, sealed and delivered

CITY OF MADISON, GEORGIA (SEAL) By: (SEAL) Bruce E. Gilbert, Mayor (SEAL) Barry N. Lurey, Council Member (SEAL) Fred Perriman, Council Member (SEAL) **Clyde** ouncil Member (SEAL) mack, Council Member (SEAL) Council Member Attest: (SEAL) W. David Nunn, City Clerk [AFFIX CITY SEAL]

Signed, sealed and delivered the date first above written in the presence of:

Notary Public, Morgan Co., GA.

Notary Public, Morgan County, Georgia
My commission expires:

My Commission Expires April 30, 2000

Date Notarized: 10/28/99

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PAGE 2

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:	MORGAN COUNTY	Service: FIRE PROTE	CTION
1. Check the	oox that best describes the a	greed upon delivery arrangement for this service	
Service	will be provided county	r-wide (i.e., including all cities and uninc l, identify the government, authority or o	corporated areas) by a single service
Service box is cl	will be provided only in necked, identify the gov	the unincorporated portion of the county rernment, authority or organization provi	y by a single service provider. (If this ding the service.)
oe provi	nore cities will provide ded in unincorporated a tion providing the servi	this service only within their incorporate reas. (If this box is checked, identify the ce.)	d boundaries, and the service will not government(s), authority or
provide	nore cities will provide the service in unincorpo tion providing the servi	this service only within their incorporated rated areas. (If this box is checked, ident ce.)	d boundaries, and the county will ify the government(s), authority or
identity i	f this box is checked, at the government, authori county, Bostwick, Buckhea	tach a legible map delineating the serve ty, or other organization that will provided, Madison, and Rutledge	rice area of each service provide, and e service within each service area.)
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10 vois of scr vice	ons will continue under the set (See O.C.G.A. 36-70-24(1) not be eliminated).	trategy, attach an explanation for continuing to the duplication, or reason, overriding benefits of the duplication, or reason.	he arrangement (i.e., overlapping but higher ons that overlapping service areas or
If these condition to eliminate the	ns will be eliminated under n, the responsible party and	the strategy, attach an implementation schedul the agreed upon deadline for completing it.	le listing each step or action that will be taken
3. List each gov	ernment or authority that w	ill help to pay for this service and indicate how to ce district revenues, hotel/motel taxes, franchise	he service will be funded (e.g., enterprise
Local Governme		Method:	
Morgan Cour	ty Genera	al Fund, SPLOST, Insurance Premium Tax	
Bostwick		d Fund, Insurance Premium Tax	
Buckhead		Il Fund, Insurance Premium Tax	
Madison	Genera		
Rutledge			
L		l Fund, Insurance Premium Tax	
No	Change	s arrangements for providing and/or funding this nts or intergovernmental contracts that will be use	
Agreement N	ame:	Contracting Parties:	Effective and Ending Dates:
Service Delive	ry Agreement	Morgan County - All Cities	Elective and Ending Dates:
		- San States	A CONTRACTOR OF THE CONTRACTOR
6. What other me	echanisms (if any) will be u	sed to implement the strategy for this service (e.g	
General Assembl	y, rate or fee changes, etc.),	and when will they take effect?	,, ordinances, resolutions, local acts of the
	e As # 5		
7. Person comple	eting form: Mark B. Craig		
hone number:		Date completed: October 1, 1999	
. Is this the pers		by state agencies when evaluating whether prop Yes No	osed local government projects are
	ignated contact person(s) an		
	-		

PAGE 2

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: MORGAN CO	UNTY	Service: FIRE PROTECTION	ON	
 Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized providing the service.) 				
Service will be provided box is checked, identify	only in the	ne unincorporated portion of the county by nment, authority or organization providing	y a single service provider. (If this g the service.)	
One or more cities will p be provided in unincorpo organization providing the	orated are	is service only within their incorporated bas. (In this box is checked, identify the go	oundaries, and the service will not vernment(s), authority or	
provide the service in un organization providing the	incorpora ne service		oundaries, and the county will the government(s), authority or	
Other. (If this box is ched	ked, atta	chead, Madison, and Rutledge. ch a legible map delineating the service, or other organization that will provide so	e area of each service provide, and ervice within each service area.)	
Yes No If these conditions will continue un	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			
to eliminate them, the responsible	party and th	e strategy, at tach an implementation schedule late agreed upon deadling for completing it.		
List each government or author funds, user fees, general funds, spe	ty that will cial service	help to pay for this service and indicate how the adistrict revenues, hotel/motel taxes, franchise tax	service will be funded (e.g., enterprise es, impact fees, bonded indebtedness, etc.)	
Local Government or Authority:	Funding M			
Morgan County	General 1	Fund, SPLOST, Insurance Premium Tax		
Madison	General Fund			
4. How will the strategy change the	e previous a	arrangements for providing and/or funding this se	rvice within the county?	
No Change				
	agreements	or intergovernmental contracts that will be used		
Agreement Name:		Contracting Parties:	Effective and Ending Dates:	
Fire Agreement		Morgan County, Bostwick, Madison, and Rutledge.	October 1, 1999	
Fire Agreement		Morgan County, Bostwick	October 1, 1999	
Fire Agreement	P	Morgan County, Madison	October 1, 1999	
Fire Agreement		Morgan County, Rutledge	October 1, 1999	
6. What other mechanisms (if any) General Assembly, rate or fee chan	will be use ges, etc.), ar	d to implement the strategy for this service (e.g., and when will they take effect?	ordinances, resolutions, local acts of the	
Same As # 5				
Person completing form: Mark	B. Craig		· .	
Phone number: (706) 342-0725		Date completed: October 1, 1999		
3. Is this the person who should be consistent with the service delivery	contacted b	by state agencies when evaluating whether propose	ed local government projects are	
f not provide designated contact pe	-			
provide designated contact po	isonijs) and	phone number(s) below.		

SERVICE DELIVERY AGREEMENT

FIRE PROTECTION

Service:

Parties: Morgan Coun	ity and cities of Bostv	vick, Buckhead, Madison, and Rutledge.
Agreement:		
Ten fire districts provide fit Madison. County fire supported S firefighters.	re protection for the un SPLOST and Insurance	nincorporated areas of Morgan County, exclusive of e Premium Tax. Fire protection is provided by volunteer
The City of Madison provious agreements. (See Attached). Bost cooperative arrangement with the	twick, Buckhead, and]	Madison. Morgan County and Madison have mutual aid Rutledge support the fire department in their towns in a silding, and financial assistance.
nor issues for consolidation, this	aday of Navemor	oed above and we see no apparent duplication of services , 1999.
MORGAN COUNTY		CITY OF MADISON
Mall	110 1	0111
By: // (all 1)	Johlin K	By: / 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Title: CHAIRMAN, B	0C 11	Title: MAYOR_
500 1	7// 7	200 1 // 2
Attest: // ach /5	· Crack	Attest: / / ah D. Cracy
('	0	
CITY OF BOSTWICK		CITY OF RUTLEDGE
By: Mr. MAN		By Delles Decorde
Title: MMYOR		11AVIN
11de	7/1-	Title: WS100
Attest: Wah B	· (raid	Attest: W) ach B. Craw
/ /	X	1
	U	
CITY OF BUCKHEAD		
By: Steve Bryo	1	
Title:	- //	
Attest: Wah B	(100)	
Talloot. 7 Just 13	· Clary	
(U	

STATE OF GEORGIA, COUNTY OF MORGAN:

FIRE FIGHTING MUTUAL AID ASSISTANCE AGREEMENT

THIS AGREEMENT is made between the City of Madison, acting through its Mayor and Council ("City") whose Mayor is currently Bruce Gilbert and whose Council Members are presently Barry Lurey, Fred Perriman, Roy Womack, Lyn Hunt and Clyde Sims, and MORGAN COUNTY, GEORGIA ("County") acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, J. DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell.

WITNESSETH:

WHEREAS, the parties hereto each have fire fighting capabilities; and
WHEREAS, the parties wish to supplement the fire protection available in their areas; and
WHEREAS, the fire departments are dispatched on a 24 hours a day, 7 days a week, basis
by the dispatch center; and

WHEREAS, the City of Madison and the territory served by Station 2 is contiguous, and in some case overlaps, such that integration of fire fighting capabilities is feasible and desirable; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties to assist the other under certain terms and conditions;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

The recitals set forth in the preamble above are made a part of the body of this agreement by reference. The rendering of assistance here under shall be provided upon proper notification from dispatch, although the City does not have to dispatch more than one fire vehicle outside the Madison city limits.

2.

City shall be the first responder for all fires in the City Territory including structural fires.

3.

The "City Territory" is defined as all territory within the city limits of Madison, Georgia.

4.

The Fire Department of City shall be automatically dispatched only to certain areas outside the City Territory for structural fires based on need, i.e. any structural fire within the area crosshatched on **Exhibit "A"** shall be responded to by the City with one fire truck as an automatic second responder. Any other emergency which is within County shall be responded to by the City on a mutual aid basis, i.e. promptly responded to with one fire truck to an emergency based on the request of the County.

5.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by one of said County fire departments with one fire truck as an automatic second responder. Any other emergency which is within the City Territory shall be responded to by County fire departments

on a mutual aid basis, i.e., promptly responded to with one fire truck to an emergency based on the request of City.

6.

Pursuant to Georgia Law, the political subdivision (City of Madison or Morgan County) in which any equipment is used pursuant to this agreement shall be liable for any loss or damage thereto and shall pay any expense incurred as a result of such loss or damage.

7.

Except as set forth above, the parties hereto waive all claims against each other for compensation for any loss, damage, personal injury or death which occurs hereunder.

8.

All services performed hereunder shall be rendered without reimbursement.

9

Services performed by said Morgan County fire stations shall be rendered without reimbursement.

10.

The ranking officer of the fire department of the area of alarm shall assume full charge of the operations, but if he specifically requests a senior officer of a fire department furnishing assistance to assume command, he shall not, by relinquishing command, be relieved of his responsibility for the operation. However, the apparatus, personnel, and equipment of the agency rendering assistance shall be under the immediate supervision of the senior officer of the fire department rendering assistance.

The fire department chiefs of the parties to this agreement are authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

12.

The Chiefs and training officers of the fire departments of all parties to this agreement will plan the training necessary to ensure familiarizations and competency with the other parties' equipment. Such training should be carried out at least quarterly at a site which is mutually selected. In addition, any pre-fire planning, hydrant surveys and any other beneficial or required training shall be planned and accomplished.

13.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

14.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added

automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

15.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

In case by reason of force majeure, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

17.

Time is and shall be of the essence of this agreement.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

19.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

20.

This agreement shall become effective upon the date here of and shall remain in full force and effect until cancelled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

21.

This agreement shall be binding upon the parties hereto, their successors in office, and their successors and assigns.

SO AGREED, this ______, 1999.

CITY OF MADISON

(SEAL)

By:

Bruce E. Gilbert, Mayor

By:

W. David Nunn, City Clerk

MORGAN COUNTY, GEORGIA

(SEAL)

By:

Mack B. Bohlen, Chairman

Attest.

Doris J. Harris, County Clerk

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FIRE FIGHTING AID AGREEMENT

THIS AGREEMENT is made between the CITY OF BUCKHEAD, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is Steve Bryant, and whose current Council Members are Charles Bell, Nelson Stewart, Gail Wade and Tim Saye, hereinafter sometimes referred to as "City", and MORGAN COUNTY, GEORGIA acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell, hereinafter sometimes referred to as "County."

WITNESSETH:

WHEREAS, the County has fire fighting capability in the area of the City; and WHEREAS, the City currently has no fire fighting capability; and

WHEREAS, the City wishes the County to provide fire protection within the territorial limits of the City; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties for the City to contract for fire protection from the County;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.

The recitals set forth in the preamble above are made a part of the body of this agreement by reference.

2.

The "City Territory" is defined as all territory within the city limits of Buckhead, Georgia.

3.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by the closest County fire department with one fire truck as an automatic second responder.

Except as set forth above, the City hereby waives all claims against the County for compensation for any loss, damage, personal injury or death which occurs hereunder.

5.

The Morgan County fire department chief is authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

6.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

7.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

8.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.

In case by reason of force majeure, the County shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then the County shall give notice and full particulars of such force majeure in writing to the City within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then

claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

10.

Time is and shall be of the essence of this agreement.

11.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

12.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

13.

This agreement shall become effective upon the date here of and shall remain in full force and effect until canceled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

14.

This agreement shall be binding upon the prties hereto, their successors in office, and their successors and assigns.

SO AGREED effective this __ 2 day of _______, 1999.

N	IORGAN COUNTY BOARD OF COMMISSIONERS
	a Mal & Rell Same
	By: // (SEAL) Mack B. Bohlen, Chairman
	Mack B. Bollien, Chairman
	May My (SEAL)
	W. Michael Nabors, Vice Chairman
	Watter Curtis Butlest (SEAL)
	Walter Curtis Butler, Jr., Commissioner
	but Thingle (SEAL)
	DeWitt Knight, Commissioner
	The Ber (SEAL)
	Thomas Bell, Commissioner
	Attest: Doris J. Harfis County Clerk (SEAL)
	(ASS: County Soch)
Signed, sealed and delivered	(Affix County Seal)
the date first above written	
in the presence of:	

Notary Rublic, Morgan Co., GA
My commission expires: 10|3|2003

CITY OF BUCKHEAD, GEORGIA

Ву:	Steve Bryant, Mayor	(SEAL
	Charles Bell, Council Member	_(SEAL
	Nelson Stewart Nelson Stewart, Council Member	(SEAL
	Sail Wade	_(SEAL)
	Gail Wade, Council Member	(SEAL)
attest:	Tim Saye, Council Member By Council Member Joanne Bryant, City Clerk	_(SEAL)
	(AFFIX CITY SEAL)	

Signed, sealed and delivered the date first above written in the presence of:

Unofficial witness

Notary Public, Morgan Co., GA
My commission expires: 10 | 3 | 200 3

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FIRE FIGHTING AID AGREEMENT

THIS AGREEMENT is made between the CITY OF BOSTWICK, GEORGIA, a municipal corporation, hereinafter referred to as the "City", by and through its Mayor, W. David Nunn, and City Council, whose current members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whitaker, hereinafter sometimes referred to as "City", and MORGAN COUNTY, GEORGIA acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell, hereinafter sometimes referred to as "County."

WITNESSETH:

WHEREAS, the County has fire fighting capability in the area of the City; and WHEREAS, the City currently has no fire fighting capability; and

WHEREAS, the City wishes the County to provide fire protection within the territorial limits of the City; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties for the City to contract for fire protection from the County;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.

The recitals set forth in the preamble above are made a part of the body of this agreement by reference.

2.

The "City Territory" is defined as all territory within the city limits of Bostwick, Georgia.

3.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by the closest County fire department with one fire truck as an automatic second responder.

Except as set forth above, the City hereby waives all claims against the County for compensation for any loss, damage, personal injury or death which occurs hereunder.

5.

The Morgan County fire department chief is authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

6.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

7.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

8.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.

In case by reason of force majeure, the County shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then the County shall give notice and full particulars of such force majeure in writing to the City within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then

claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

10

Time is and shall be of the essence of this agreement.

11

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

12.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

13.

This agreement shall become effective upon the date here of and shall remain in full force and effect until canceled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

14.

This agreement shall be binding upon the prties hereto, their successors in office, and their successors and assigns.

SO AGREED effective this ____ day of ___ MORGAN COUNTY BOARD OF COMMISSIONERS By: By: By: (SEAL) DeWitt Knight, Commissioner By: (SEAL) Thomas Bell, Commissioner Attest: (SEAL) Doris J. Harris, County Clerk

(Affix County Seal)

Signed, sealed and delivered the date first above written in the presence of:

Unofficial witness

Notary Public, Morgan Co., GA
My commission expires: 10/3/2003

CITY OF BOSTWICK, GEORGIA By: (SEAL) (SEAL) (SEAL) Jøe Kidd, Council Member (SEAL) June Whitaker, Council Member (SEAL) Attest: Debt Bridges, City Clerk (SEAL) (AFFIX CITY SEAL)

Signed, sealed and delivered the date first above written in the presence of:

Notary Public, Morgan Co., GA My commission expires:

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Duta 11: 1 9/1/99

FIRE FIGHTING AID AGREEMENT

THIS AGREEMENT is made between the CITY OF BOSTWICK, GEORGIA, a municipal corporation, hereinafter referred to as the "City", by and through its Mayor, W. David Nunn, and City Council, whose current members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whitaker, hereinafter sometimes referred to as "City", and MORGAN COUNTY, GEORGIA acting through its Board of Commissioners whose current members are Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, DeWitt Knight, Walter Curtis Butler, Jr. and Thomas H. Bell, hereinafter sometimes referred to as "County."

WITNESSETH:

WHEREAS, the County has fire fighting capability in the area of the City; and WHEREAS, the City currently has no fire fighting capability; and

WHEREAS, the City wishes the County to provide fire protection within the territorial limits of the City; and

WHEREAS, it will be in the interest of the taxpayers for each of the parties for the City to contract for fire protection from the County;

NOW, THEREFORE, in consideration of Ten (\$10.00) dollars and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1.

The recitals set forth in the preamble above are made a part of the body of this agreement by reference.

2.

The "City Territory" is defined as all territory within the city limits of Bostwick, Georgia.

3.

The County fire departments which are organized under State of Georgia Compliance #104022F/0794 shall be automatically dispatched to all structural fires within the City Territory based on need, i.e. any structural fire within the City Territory shall be responded by the closest County fire department with one fire truck as an automatic second responder.

Except as set forth above, the City hereby waives all claims against the County for compensation for any loss, damage, personal injury or death which occurs hereunder.

5.

The Morgan County fire department chief is authorized and directed to draft any detailed plans and procedures of operations necessary to effectively implement this agreement. Such plans and standard procedures shall become effective upon written acceptance by City and County.

6.

Georgia law shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

7.

If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

8.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.

In case by reason of force majeure, the County shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then the County shall give notice and full particulars of such force majeure in writing to the City within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then

claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean act(s) of God, strikes, lockout(s) or other industrial disturbance(s), act(s) of a public enemy, order(s) of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident(s) to machines on pipe lines, or any other cause(s) outside the party's control which prevent performance under this agreement.

10.

Time is and shall be of the essence of this agreement.

11.

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

12.

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

13.

This agreement shall become effective upon the date here of and shall remain in full force and effect until canceled by mutual agreement of both parties or by written notice by one party to the other, giving thirty (30) days notice of said cancellation.

14.

This agreement shall be binding upon the prties hereto, their successors in office, and their successors and assigns.

MORGAN COUNTY/BOARD OF COMMISSIONERS By: SEAL) Mack B. Bohlen, Chairman _(SEAL) Walter (SEAL)
Walter Curtis Butler, Jr., Commissioner By: (SEAL) Witt Knight, Commissioner Thomas Bell, Commissioner Attest: (SEAL) Doris J. Harkis, County Clerk

(Affix County Seal)

Signed, sealed and delivered

Notary Public, Morgan Co., GA
My compassion expires: 10|2|200 \$

CITY OF BOSTWICK, GEORGIA By: (SEAL) Troy Dobbs, Council Member (SEAL) (SEAL) Jøe Kidd, Council Member (SEAL) Marvin Ruark, Council Member June Whitaker, Council Member (SEAL) Attest: Debbie Bridges, City Clerk (SEAL) (AFFIX CITY SEAL)

Signed, sealed and delivered the date first above written in the presence of:

Notary Public, Morgan Co., GA

My commission expires:

Notary Public, Morgan County, Georgia
My Commission Expires April 30, 2000

- 4/1/99

Date Notarized: 9/1/99 I:\morgan\hb489\fire.bos

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:	MORGAN CO	UNTY	Service: HEALTH AND HUMA	N SERVICES
Service provider Morgan Service	will be provided r. (If this box is c County will be provided	hecked, identify the govern only in the unincorporated	g all cities and unincorpora nment, authority or organiz portion of the county by a	single service provider (If this
box is c	hecked, identify t	the government, authority	or organization providing the	he service.)
be provi	nore cities will po ded in unincorpo ation providing th	rated areas. (If this box is	thin their incorporated bounchecked, identify the gover	ndaries, and the service will not nment(s), authority or
provide	nore cities will prother the service in unition providing the	ncorporated areas. (If this	thin their incorporated bour box is checked, identify the	ndaries, and the county will e government(s), authority or
Other. (I identify	f this box is chec the government,	ked, attach a legible map authority, or other organiza	delineating the service are attion that will provide servi	rea of each service provide, and ice within each service area.)
If these conditions the levels of services	es 🔀 No ons will continue un	der the strategy, attach an expl		lication of this service identified? angement (i.e., overlapping but higher toverlapping service areas or
If these condition	ons will be eliminate	ed under the strategy, attach an arty and the agreed upon deadli	implementation schedule listing ne for completing it.	ng each step or action that will be taken
3. List each go funds, user fees	vernment or authori	ty that will help to pay for this s	ervice and indicate how the serv	rice will be funded (e.g., enterprise impact fees, bonded indebtedness, etc.)
Morgan Cour		General Fund, State, Federal,		
No.	Change		viding and/or funding this servic	e within the county? mplement the strategy for this service:
Agreement N		Contacting Partie		Effective and Ending Dates:
Service Deliv	ery Agreement	Morgan County - A	All Cities	October 1, 1999
What other n General Assemb	nechanisms (if any) oly, rate or fee chang	will be used to implement the st es, etc.), and when will they tak	rategy for this service (e.g., ordice effect?	nances, resolutions, local acts of the
San	ne As # 5			
	leting form: Mark l	B. Craig		
-	(706) 342-0725		ed: October 1, 1999	
consistent with t	he service delivery s	contacted by state agencies when strategy? Yes 1 son(s) and phone number(s) bel		ocal government projects are

SERVICE DELIVERY AGREEMENT

HEALTH AND HUMAN SERVICES

Service:

Parties:

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge. Agreement: Morgan County Health Department provides its unincorporated and incorporated residents with basic preventive care, immunizations, inspections, and program administration. The Health Department is funded through County, State, City funding and client fees. One health clinic exists in Morgan County. The Morgan County Senior Center provides its unincorporated and incorporated residents with an array of services geared to assist senior citizens within the County. This service is funded by Morgan County, State of Georgia and Federal funds. We the undersigned agree that the foregoing Service Delivery Agreement promotes the mose efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November , 1999. MORGAN COUNTY CITY OF MADISON Title: CHAIRMAN Title: **CITY OF BOSTWICK** SWYALL Title: /MY/m CITY OF BUCKHEAD Steve Bryont

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	: MORGAN COU	NTY Service: JAILS	
Se pr	rvice will be provided ovider. (If this box is classes County	es the agreed upon delivery arrangement for this service: county-wide (i.e., including all cities and unincorp- necked, identify the government, authority or organ	nized providing the service.)
bo	rvice will be provided on its checked, identify t	only in the unincorporated portion of the county by the government, authority or organization providing	y a single service provider. (If this g the service.)
be	ne or more cities will provided in unincorporganization providing the	ovide this service only within their incorporated be rated areas. (If this box is checked, identify the gove service.)	oundaries, and the service will not vernment(s), authority or
pro	ne or more cities will provide the service in uning anization providing the	ovide this service only within their incorporated be accorporated areas. (If this box is checked, identify e service.)	oundaries, and the county will the government(s), authority or
Otl	her. (If this box is check entify the government, a	ked, attach a legible map delineating the service authority, or other organization that will provide se	area of each service provide, and ervice within each service area.)
If these levels of	☐ Yes ☐ No conditions will continue und	overlapping service areas, unnecessary competition and/or or the strategy, attach an explanation for continuing the a 70-24(1)), overriding benefits of the duplication, or reasons	arrangement (i.e., overlanning hut higher
If these	conditions will be eliminate	d under the strategy, attach an implementation schedule liarty and the agreed upon deadline for completing it.	sting each step or action that will be taken
3. List e funds, us	each government or authorities fees, general funds, spec	y that will help to pay for this service and indicate how the sial service district revenues, hotel/motel taxes, franchise taxes.	ervice will be funded (e.g., enterprise es, impact fees, bonded indebtedness, etc.)
Local C	Government or Authority:	Funding Method:	
Morga	an County	Inmate Lodging Fees, Morgan County Jail Fund, General F	und
Madis	on	General Fund	
4. How	will the strategy change the	previous arrangements for providing and/or funding this ser	vice within the county?
	No Change		
	-		1
5. List a	ny formal service delivery a	greements or intergovernmental contracts that will be used t	o implement the strategy for this service:
	ment Name:	Contacting Parties:	Effective and Ending Dates:
Jail A	greement	Morgan County - Madison	July 1, 1997
6. What General	other mechanisms (if any) v Assembly, rate or fee chang	vill be used to implement the strategy for this service (e.g., ces, etc.), and when will they take effect?	ordinances, resolutions, local acts of the
	Same As # 5		
7. Persoi	n completing form: Mark I	B. Craig	
Phone nu	mber: (706) 342-0725	Date completed: October 1, 1999	
3. Is this consisten	the person who should be of twith the service delivery s	ontacted by state agencies when evaluating whether propose trategy? Yes No	ed local government projects are
f not pro	vide designated contact per	son(s) and phone number(s) below:	

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

JAILS

Service:

Parties:

Agreement:	
Morgan County provides Jail Services for the unit County. The Morgan County Sheriff's Department and the tothe Morgan County Jail for confinement. Operation, in County Jail are funded by the following: municipal lodgi lodging fees (i.e., Greene, Putnam and Newton Counties) Revenue Jail fund which includes fines accessed by the Scounty's General Fund.	ng fees (as agreed to from time to time), other county's
3.75	
We the undersigned agree that the foregoing Service Deliversponsive manner for the delivery of the services describe nor issues for consolidation, this _2 day of _Novembox	very Agreement promotes the mose efficient, effective and ed above and we see no apparent duplication of services, 1999.
MORGAN COUNTY	CITY OF MADISON
By: Mark & Boblen L	By: Du Shu
Title: CAAIRMAN BOC	Title: /// 040/2
Attest: Mah B. Cray	Attest: Mah B. Cray
CITY OF BOSTWICK	CITY OF BUTLEDGE
By:	By: 8 Page () Dogmo (1)
Title:	Title: DEPOR
Attest: Mah B. Cray	Attest: Mah B. Cray
CITY OF BUCKHEAD	
By: Steve Bryond	
Title: MAYOY	
Attest: Mah B. Cray	

STATE OF GEORGIA. COUNTY OF MORGAN:

> 1997 CONTRACT FOR JAIL SERVICES MADISON, GEORGIA

THIS AGREEMENT is made effective this the 1st day of July, 1997, by and between the CITY OF MADISON, GEORGIA, a municipal corporation, hereinafter referred to as the "City", by and through its Mayor, Bruce E. Gilbert, and City Council, whose current members are Barry N. Lurey, Robert D. Crawford, Fred Perriman, Roy Womack and Clyde Sims, and MORGAN COUNTY, a political subdivision of the State of Georgia by and through the BOARD OF COMMISSIONERS OF MORGAN COUNTY, whose current Chairman is Mack Bohlen, and whose current members are Walter Curtis Butler, Jr., Vice-Chairman, DeWitt Knight, W. Michael Nabors and Thomas Bell, hereinafter referred to as the "County" and approved by Kenneth Pritchett in his capacity as the Sheriff of Morgan County, Georgia, hereinafter referred to as the "Sheriff";

WITNESSETH, that in order to promote, and in the interest of, efficient law enforcement in the aforesaid City and County, the parties hereunto have reached the agreement herein specified as provided for in Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I, of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration and mutual promises exchanged between the parties and in compliance with the provisions, terms, and conditions of the State Statutes pertaining thereto, the City and the County do hereby agree as follows:

1. Term

This agreement will be binding on the parties hereto effective the 1st day of July, 1997, and ending at midnight on the 30th day of June, 1998. This agreement will then continue on an annual basis beginning July Ist of each year and ending on June 30th of the next year unless this agreement is terminated under this Contract.

2. Payments

This Contract shall govern the rights and obligations of the parties hereto. The City shall make payments to the County's general fund for all sums due under this Contract.

3. Termination for Convenience

Either party hereto may cancel and terminate this contract at the end of any fiscal year, provided notice of such intention to so terminate and cancel the Contract shall be given not later than sixty (60) days prior to the end of said year, otherwise, it shall remain in force on a yearly basis.

4. <u>Personnel</u>

The Sheriff of Morgan County will furnish adequate personnel through funding from County necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the Sheriff.

5. <u>City Matters</u>

The Mayor of the City, or his appointed representative, will assume liaison responsibilities with the Sheriff pertaining to the City matters specified hereunder. Such responsibilities shall include, but not be limited to, transporting, handling and housing the City's prisoners in the County jail, negotiation of contracts and amendments as needed, and resolutions of problems, complaints or conflicts which may arise.

6. Lodging

All persons arrested by any law enforcement personnel inside the incorporated limits of the City, charged with any violation of the municipal ordinances of the City shall be lodged in the Morgan County Jail at the rate of \$30.00 per day per City inmate, plus any medical expenses; or be admitted to bail as the City may determine.

7. Fines and Forfeitures

All persons arrested for violations of ordinances of the City will be adjudicated in the City Court of the City and all fines and forfeitures shall be the property of the City.

8. Trials

The County and the Sheriff agree that it will require the attendance of any members of the Sheriff's Department at any trial or court proceeding of the City where the attendance of such person is necessary as a witness, in any matter pending before the City Court of the City.

9. <u>Medical Expenses</u>

Although housed in the Morgan County Jail at all times hereunder, the prisoner shall be deemed to be in the physical custody of the City and any medical, hospital, and drug expenditures not caused by actions or omissions of any agent or employee of the County shall be the sole responsibility of the City.

10. Initial Housing Arrangement

The County recognizes that the City, by virtue of projects in the past, has conferred a number of benefits to the County. These benefits are consideration for the County's agreement to not charge the City for housing of City immates from the dates of July 1, 1997 to December 1, 1997. However, from December 1, 1997, forward, the City shall begin making monthly cash payments to County for lodging, as stated in paragraphs 6, 9 and 11 herein.

11. Expenses

The only expenses for which the City shall be obligated in the performance of this Contract shall be those specifically provided for herein.

12. Notices

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior

written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

Mr. Mack Bohlen, Chairman Morgan County Board of Commissioners Post Office Box 168 Madison, Georgia 30650

Mr. Charles Young, City Manager City of Madison Post Office Box 32 Madison, Georgia 30650

Sheriff Kenneth Pritchett Morgan County Sheriff's Department 2380 Athens Highway Madison, Georgia 30650

Termination for Cause 13.

If due to any cause a party shall fail to timely and/or properly perform his/her obligations under this agreement, the nonbreaching party may terminate this agreement by giving fifteen (15) days notice thereof. The parties shall receive pro-rated compensation for services rendered under the agreement. breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach. The nonbreaching party may withhold payment for the purposes of set off. Applicable Law

14.

It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

15. Severability

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

16. Assurances

On and after the date of this agreement both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

17. Time of Essence

Time is and shall be of the essence of this agreement.

18. Prior Discussions

This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

19. Binding Successors

This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

20. Rights Cumulative

Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

21. Strict Compliance

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any

party's right to demand exact compliance with the terms of this agreement.

22. Force Majeure

In case by reason of force majeure, any party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint government and people, civil disturbances, explosions, breakage or accidents to machines on pipe lines, or any other causes outside the party's control which prevent performance under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and the signatures of their proper officials duly authorized by resolutions spread upon the official minutes of the Board of Commissioners of Morgan County, Georgia, and the City of Madison on the day and year first above written.

By: Mack Bohlen, Chairman (SEAL)

Walter Curtis Butler, Jr

Vice-Chairman

100 C 250	
DeWitt Knight, Commissioner	(SEAL)
W Male Halon	(SEAL)
W. Michael Nabors, Commissioner	(DEAII)
Thomas Bell, Commissioner	(SEAL)
Attest: Doris J. Harris, Clerk	(SEAL)
CITY OF MADESON	
By: Bruce E. Gilbert, Mayor	(SEAL)
Barry N. Murey, Council Member	_(SEAL)
Robert D. Crawford Council Membe	_(SEAL)
red Perriman, Council Member	_(SEAL)
Karle Manuel	
Roy Womark, Council Member	_(SEAL)
Clyde Sims, Council Member	_(SEAL)
Attest:	
David Nunn, City Clerk	(SEAL)
MORGAN COUNTY SHERIFF	
By: Kout Relotat	۸.
Kenneth Pritchett, Sheriff	(SEAL)
1:\data\madison\jail\jailservices.agr	
7	
8.1	

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:	MORGAN CO	UNTY	Service: LAND USE I	PLANNING
	X Service w	/III be provided	county-w	ed upon delivery arrangement for this service	e:
	provider. (If this box is checked, identify the government, authority or organized providing the service)				
	Morgan County Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)				
	One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)				
	brovide ii	ore cities will properties on unition on providing the	ncorpora	s service only within their incorporated areas. (If this box is checked, ident.)	ed boundaries, and the county will ntify the government(s), authority or
	Other. (If identify the	this box is chec ne government,	ked, atta authority	ch a legible map delineating the ser, or other organization that will provide	vice area of each service provide, and de service within each service area.)
		X 1/10		ng service areas, unnecessary competition and	
	competition cann	ot be eliminated).	70-24(1)),	overriding benefits of the duplication, or reas	
		, the responsible p	arty and the	agreed upon deadline for completing it.	ule listing each step or action that will be taken
1	. a.i.a., asor 1003, g	sonerai runus, spec	y that will ial service	help to pay for this service and indicate how district revenues, hotel/motel taxes, franchise	the service will be funded (e.g., enterprise e taxes, impact fees, bonded indebtedness, etc.)
	Local Government	or Authority:	Funding Me	ethod:	
l	Morgan County	y	General F	und	
	Bostwick		General F	und	
	Buckhead		General F	und	
ļ	Madison		General F	und	a.
	Rutledge		General F	und	
4	. How will the s	trategy change the	previous a	rrangements for providing and/or funding thi	s sarrice within the court of
		Change		Commence for reason and or randing the	s service within the county?
5	. List any forma	service delivery a	greements	or intergovernmental contracts that will be u	sed to implement the strategy for this service:
	Agreement Na	me:		Contacting Parties:	Effective and Ending Dates:
	Service Deliver			Morgan County - All Cities	September 1999 - Present
	Morgan County Commission By	Planning & Zonir -Laws	ng		October 7, 1997
6. G	What other med eneral Assembly	chanisms (if any) v , rate or fee change	vill be used es, etc.), an	to implement the strategy for this service (e.d when will they take effect?	g., ordinances, resolutions, local acts of the
7,	Morg: , 1997.	an County Comp	rehensive l	Plan, June 1999. Morgan County Plannin	g & Zoning Commission By-Laws, October
7.	Person complete	ing form: Mark B	. Craig		
	none number: (Date completed: October 1, 1999	
8.	Is this the person		ontacted by rategy?	state agencies when evaluating whether pro Yes No	posed local government projects are
If	If not provide designated contact person(s) and phone number(s) below:				

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provides Land Use Planning to the unincorporated areas of the County and to the cities of

Bostwick, Buckhead, Madison, and Rutledge pursuant to the terms of the "Morgan County Comprehensive Plan and Zoning Planning Commission By-law. Revision of plans is accomplished based on pro rata population share of

LAND USE PLANNING

Service: Parties:

Agreement:

county.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999. MORGAN COUNTY Title: CHAIRMAN, BUC Title: **CITY OF BOSTWICK** Title: **CITY OF BUCKHEAD** Title:

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: MORGAN COL	UNTY	Service:	LAW ENFORCEMENT	r e e
Check the box that best describ Service will be provided provider. (If this box is continuous)	county-wide (i.e., includ	ing all citie	s and unincorpora	ted areas) by a single service ed providing the service.)
Service will be provided box is checked, identify t	only in the unincorporate the government, authority	ed portion o	of the county by a station providing the	single service provider. (If this ne service.)
One or more cities will probe provided in unincorporganization providing the	rated areas. (If this box i	vithin their s checked,	incorporated bound identify the govern	ndaries, and the service will not nment(s), authority or
One or more cities will provide the service in uniorganization providing the	incorporated areas. (If thi	vithin their is box is ch	incorporated boun ecked, identify the	daries, and the county will government(s), authority or
Other. (If this box is check identify the government, a Morgan County, Madison	ked, attach a legible ma authority, or other organi	p delineat ization that	ing the service ar will provide servi	ea of each service provide, and ce within each service area.)
levels of service (See O.C.G.A. 36-	der the strategy, attach an ex	planation fo	r continuing the arra	angement (i.e., overlapping but higher
competition cannot be eliminated). If these conditions will be eliminate to eliminate them, the responsible p	ed under the strategy, attach a party and the agreed upon dea	an implemen dline for com	tation schedule listing	g each step or action that will be taken
3. List each government or authorit	ty that will help to pay for this	s service and	indicate how the servi	ice will be funded (e.g., enterprise mpact fees, bonded indebtedness, etc.)
Local Government or Authority:				
Morgan County	General Fund, User Fees			
Bostwick	General Fund, User Fees			
Buckhead	General Fund, User Fees	A TOWN		
Madison	General Fund, User Fees			
Rutledge	General Fund, User Fees			
 4. How will the strategy change the No Change 5. List any formal service delivery a Agreement Name: 		ntal contracts		e within the county? Inplement the strategy for this service: Effective and Ending Dates:
Service Delivery Agreement	Morgan County -	- All Cities		
5. What other mechanisms (if any) vice General Assembly, rate or fee change	will be used to implement the es, etc.), and when will they t	strategy for take effect?	his service (e.g., ordir	nances, resolutions, local acts of the
Same As # 5				
7. Person completing form: Mark I				
Phone number: (706) 342-0725		eted: October		
 Is this the person who should be consistent with the service delivery s 	contacted by state agencies what trategy?	hen evaluating] No	g whether proposed lo	ocal government projects are
f not provide designated contact per	son(s) and phone number(s) b	below:		

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

Make copies of this form and complete one for each service listed on page I, Section III. Use exactly the same service names listed on page 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: MORGAN CO	DUNTY	Service: LAW EN	FORCEMENT	
	Check the box that best descr Service will be provided provider. (If this box is	d county-wide (i.e., includi	rrangement for this ser	vice: nincorporated areas) by a single service or organized 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.)				
	organization providing t Madison	the service.)	s box is checked, i	rated boundaries, and the county will lentify the government(s), authority or	
	identify the government	, authority, or other organi	zation that will pro	vide service within each service area.)	
	If these conditions will continue u	under the strategy, attack on expo-	lar de la continu	ing the arrangement (i.e., overlapping but higher reasons that overlapping service areas or	
1	to the responsibile	barry and the agreed abou dead	line for completing it.	edule listing each step or action that will be taken	
i	List each government or author funds, user fees, general funds, spe	ity that will help to pay for this	service and indicate h	ow the service will be funded (e.g., enterprise hise taxes, impact fees, bonded indebtedness, etc.)	
	Local Government or Authority:	Funding Method:	otor motor taxos, franc	mse taxes, impact fees, bonded indebtedness, etc.)	
	Morgan County	General Fund, Fines, Forfeit	ures, Grants		
	Madison	General Fund, Fines, Forfeit	ires, Grants		
4	How will the strategy change th	e previous arrangements for pro	oviding and/or funding	this service within the county?	
	No Change				
5	List any formal comics delice.				
,	Agreement Name:	agreements or intergovernment	al contracts that will b	e used to implement the strategy for this service:	
	Service Delivery Agreement	Contacting Partic		Effective and Ending Dates:	
	Law Enforcement Mutual Aid A			October 1, 1999	
		greement Morgan County -	City of Madison	March 1, 1994	
6	What other machanisms (if any)				
G	eneral Assembly, rate or fee chang	will be used to implement the sign of the	trategy for this service ke effect?	(e.g., ordinances, resolutions, local acts of the	
	Same As # 5	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
7.	Person completing form: Mark	D. Conin			
	hone number: (706) 342-0725		1.0.1.1.1.1.1		
		Contacted by state complete	ed: October 1, 1999		
cc	onsistent with the service delivery	strategy? XYes	en evaluating whether in No	proposed local government projects are	
	not provide designated contact pe				
		(-) priono numoor(s) be	±∪ ₩.	34	

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

LAW ENFORCEMENT

Service:

Parties:

Agreement:	
The Morgan County Sheriff's Department is avail Morgan County. The Morgan County Sheriff's Department unincorporated areas, Bostwick, Buckhead, and Rutledge	lable to all incorporated and unincorporated areas of tent is the primary Law Enforcement provider to e.
The city of Madison provides Law Enforcement s	services within their respective municipal boundaries.
	de la respective manteipar boundaries.
, A	
	ivery Agreement promotes the mose efficient, effective and
nor issues for consolidation, this 2 day of November	1999.
MORGAN COUNTY	
11/1/100 1	CITY OF MADISON
By: Il ach & Boklin L	By: 22 2001
Title: CHAIRMAN, BOC	Title: MAYOR
Attest) ah B. Craw	Attest and B. Care
	The state of the s
CITY OF BOSTWICK	CITY BY RUTLEDGE
By: Mr WHY	- Malhau Comments
	By: O VILLO C. M Sales S
Title: MAYON	Title: NUTY DVZ
Attest: Wah B. Craw	Attest: Mah B. Craw
CITY OF BUCKHEAD	
By: Steve Bryat	
-	
Title: MAYOY	4
Attest) anh B. (rand)	

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.

Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service. Service will box is checked, identify the government, authority or organized providing the service. Morgan County Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.) Other. (If this box is checked, attach a legible map delineating the service area of each service provide, and identify the government, authority, or other organization that will provide service within each service area.) Other. (If this box is checked, attach a legible map delineating the service within each service area.) Other. (If this box is checked, attach a legible map delineating the service area of each service provide, and identify the government, authority, or other organization that will provide service within each service area.) Other. (If this box is checked, attach a legible map delineating the service within each service area.) If developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified? Yes No	County: MORGAN CO	UNTY Service: LIBRARIES	
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 provide, 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?	provider. (If this box is a Morgan County Service will be provided	bes the agreed upon delivery arrangement for this service: county-wide (i.e., including all cities and unincorpor checked, identify the government, authority or organizable only in the unincorporated portion of the county by	zed providing the service.)
Other. (If this box is checked, attach a legible map delineating the service area of each service provide, 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 (Sec 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 evenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.) Local Government or Authority: Funding Method: Morgan County Board of General Fund Commissioners Uncle Remus Library General Fund, State Funds, Federal Funds ■ How will the strategy change the previous arrangements for providing and/or funding this service within the county? No Change 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service. Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 • What other mechanisms (if any) will be used to implement the atrategy for this service (e.g., ordinances, resolutions, local acts of the length of the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? □ No	One or more cities will p	provide this service only within their incorporated bountaries areas. (If this box is checked, identify the government	ndonios au 141.
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 highe 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 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.) Losal Government or Authority: Funding Method: Morgan County Board of General Fund Commissioners Uncle Remus Library General Fund, State Funds, Federal Funds 4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? No Change 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 5. 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? Same As # 5 Person completing form: Mark B. Craig Phone number: (706) 342-0725 Date completed: October 1, 1999 Date completed: October 1, 1999 List his the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes \(\) No	provide the service in thi	incorporated areas. (If this box is checked identify the	ndaries, and the county will e government(s), authority or
If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but highe 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 taker 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: Morgan County Board of General Fund Commissioners Uncle Remus Library General Fund, State Funds, Federal Funds 4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? No Change 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Contacting Parties: Effective and Ending Dates: Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 5. 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? Same As # 5 Person completing form: Mark B. Craig Date completed: October 1, 1999 Lis this the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes	Other. (If this box is check identify the government,	ked, attach a legible map delineating the service are authority, or other organization that will provide serv	rea of each service provide, and ice within each service area.)
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Uncle Remus Library General Fund, State Funds, Federal Funds 4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? No Change 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Contacting Parties: Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 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? Same As # 5 Person completing form: Mark B. Craig Phone number: (706) 342-0725 Date completed: October 1, 1999 List this the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes \ No	3. List each government or authori funds, user fees, general funds, spec	ty that will help to pay for this service and indicate how the service district revenues, hotel/motel taxes, franchise taxes,	ice will be funded (e.g., enterprise impact fees, bonded indebtedness, etc.)
4. How will the strategy change the previous arrangements for providing and/or funding this service within the county? No Change 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Contacting Parties: Effective and Ending Dates: Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 5. 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? Same As # 5 Person completing form: Mark B. Craig Phone number: (706) 342-0725 Date completed: October 1, 1999 Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes		General Fund	
No Change 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Contacting Parties: Effective and Ending Dates: Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery	Uncle Remus Library	General Fund, State Funds, Federal Funds	
No Change 5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: Agreement Name: Contacting Parties: Effective and Ending Dates: Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery			
Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement October 1, 1999 Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement Delivery Agreement October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement October 1, 1999 Delivery Agreement Delivery Agreement Delivery Agreement Delivery Agreement October 1, 1999 Delivery Agreement Delivery Agreemen		previous arrangements for providing and/or funding this service	e within the county?
Service Delivery Agreement Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities/Uncle Remus Library October 1, 1999 Morgan County - All Cities -	5. List any formal service delivery a Agreement Name:	greements or intergovernmental contracts that will be used to in Contacting Parties:	
Same As # 5 7. Person completing form: Mark B. Craig Phone number: (706) 342-0725 Date completed: October 1, 1999 7. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes \[\sum No \]	Service Delivery Agreement	Morgan County - All Cities/Uncle Remus Library	
Same As # 5 7. Person completing form: Mark B. Craig Phone number: (706) 342-0725 Date completed: October 1, 1999 7. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes \[\sum No \]			
Same As # 5 7. Person completing form: Mark B. Craig Phone number:(706) 342-0725	6. What other mechanisms (if any) v General Assembly, rate or fee change	vill be used to implement the strategy for this service (e.g., ordires, etc.), and when will they take effect?	nances, resolutions, local acts of the
Phone number: (706) 342-0725 Date completed: October 1, 1999 Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes No			
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Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are onsistent with the service delivery strategy? Yes No	Phone number: (706) 342-0725	Date completed: October 1, 1999	
f not provide designated contact person(s) and phone number(s) below:	solution with the service delivery si	ontacted by state agencies when evaluating whether proposed lo rategy? Yes No	cal government projects are
	f not provide designated contact pers	on(s) and phone number(s) below:	11

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

and

LIBRARIES

Service:

Parties:

	es Morgan County. The Uncle Remus Regional Library ibution, cataloging and processing of books) to the library
located in Morgan County. The Piedmont Regional Library Board requests funds through Morgan County Library Board requests funds through Morgan County.	rary System receives funding from the State of Georgia, and
,*·	
We the undersigned agree that the foregoing Service Deli responsive manner for the delivery of the services describ nor issues for consolidation, this 2 day of November	very Agreement promotes the mose efficient, effective and bed above and we see no apparent duplication of services, 1999.
MORGAN COUNTY By: Mark & Boll. L	CITY OF MADISON By: 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Title: CHAIRMAN, BOC, Attest: Mah B. Cray	Title: MAYOR Attest: MAYOR Attest:
By:	By: DOWNER. SOME
Attest: Man B. Cray	Title: Attest Dah B. Cray
By: Steve Bryand	
Title: Mayor	
Attest: Wah B. Crass	

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:	MORGAN CO	UNTY		Service: PARKS AND RECRE	ATION				
 Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized 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.)								
be prov	more cities will prided in unincorporation providing the	rated area	as. (If this box is o	hin their incorporated bou checked, identify the gove	andaries, and the service will not rnment(s), authority or				
provide	more cities will pre- the service in uni- ation providing th	ncorpora	ted areas. (If this l	hin their incorporated bou box is checked, identify th	andaries, and the county will ne government(s), authority or				
identify	If this box is chec the government, County, Bostwick, I	authority	, or other organiza	ation that will provide serv	rea of each service provide, and vice within each service area.)				
2. In develop:		overlappii	ng service areas, unne	cessary competition and/or dup	plication of this service identified?				
If these condit levels of servi	tions will continue un	der the stra 70-24(1)),	tegy, attach an expla	anation for continuing the arr f the duplication, or reasons tha	rangement (i.e., overlapping but higher at overlapping service areas or				
If these condit to eliminate th	tions will be eliminated tem, the responsible p	ed under the	e strategy, attach an e agreed upon deadlii	implementation schedule listine for completing it.	ing each step or action that will be taken				
funds, user fee	es, general funds, spec	cial service	district revenues, hot	ervice and indicate how the ser tel/motel taxes, franchise taxes,	vice will be funded (e.g., enterprise, impact fees, bonded indebtedness, etc.)				
	Local Government or Authority: Funding Method:								
Morgan Co	unty	General Fund, User Fees							
Bostwick		General Fund, User Fees							
Buckhead		General Fund, User Fees							
Madison		General Fund, User Fees							
Rutledge		General Fund, User Fees							
4. How will th	ne strategy change the	previous a	rrangements for prov	viding and/or funding this servi	ce within the county?				
		agreements	or intergovernmenta Contacting Parties		implement the strategy for this service: Effective and Ending Dates:				
	very Agreement	·			Effective and Ending Dates.				
Sci vice Dell		<u> </u>	Morgan County - A	III Cities					
6. What other General Assem	mechanisms (if any) bly, rate or fee chang	will be useges, etc.), an	d to implement the str ad when will they tak	rategy for this service (e.g., order e effect?	linances, resolutions, local acts of the				
Sa	me As # 5								
7. Person com	pleting form: Mark	B. Craig		·					
Phone number:	(706) 342-0725		Date complete	d: October 1, 1999					
consistent with	the service delivery	strategy?	⊠ Yes □ ì		local government projects are				
If not provide d	lesignated contact per	rson(s) and	phone number(s) bel	ow:					

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

Make copies of this form and complete one for each service listed on page I, Section III. Use exactly the same service names listed on page 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:	MORGAN CO	UNTY	Service: PARKS AND RECRI	EATION				
1. Check the box that best describes the greed upon delivery arrangement for this service: Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single provider. (If this box is checked, identify the government, authority or organized providing the service.								
Service	Service will be provided only in the unincorporated portion of the county by a single service provider. (If the 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 we be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)								
organiz Morga Other. (ation providing the County, Bostwi If this box is chec	ncorporated areas. (If this be e service.) ick, Buckhead, Madison, a ked, attach a fegible man c	ox is checked, identify the new idea of the service	andaries, and the county will ne government(s), authority or				
Other. (If this box is checked, attach a tegible map deinteating the service area of each service provide, 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?								
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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:								
Morgan Cou	inty	General Fund, User Fees, Renta	l Fees, Grants					
Bostwick	Bostwick General 1		Fund, Grants					
Buckhead		General Fund, Grants	al Fund, Grants					
Madison		General Fund, Grants	ind, Grants					
Rutledge		General Fund, Grants						
4. How will th	e strategy change the	previous arrangements for provious	ling and/or funding this service	re within the country?				
 How will the strategy change the previous arrangements for providing and/or funding this service within the county? Morgan County has consolidated recreation services under a recreation board supported and run by Morgan County. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service: 								
Agreement	Name:	Contacting Parties:	contracts that will be used to i	mplement the strategy for this service: Effective and Ending Dates:				
Service Deli	very Agreement	Morgan County - All	Counties					
Recreation S	ervice Agreement	Morgan County - Ma		October 1, 1999				
		- January IVIII	0.001	October 1, 1999				
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?								
Same As # 5								
7. Person completing form: Mark B. Craig								
Phone number: (706) 342-0725 Date completed: October 1, 1999								
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								
		on(s) and phone number(s) below		2				

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Service:

Parties:

Agreement:

PARKS AND RECREATION

Morgan County offers a range of recreational servi County Recreation Department also utilizes the Morgan C facilities by permission of the city and school systems.	ices that is available to all county residents. The Morgan County school system and City of Madison recreational
The City of Bostwick, Buckhead, and Rutledge has	s a park and ballfield which the city maintains
	onal services with Morgon County, All
ans .	
We the undersigned agree that the foregoing Service Deliv responsive manner for the delivery of the services describe nor issues for consolidation, this 2 day of November	
MORGAN COUNTY	CITY OF MADISON
By: Mask & bollow R	By: Br Shull
Title: CHAIRMAN, BOC	Title: MAYON
Attest: Mah B. Cray	Attest: Mah B. Cray
CITY OF BOSTWICK	CITYOFRYTLEDGE
By: Mr. WM	By: Dalle Rocce al
Title: MAYOR.	Title: MAYON
Attest Mah B. Cray	Attest: Mah B. Cray
CITY OF BUCKHEAD	
By: Steve Bryand	
Title: Mayor	
Attest: Mach B. Cray	of the second se

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT FOR RECREATIONAL SERVICES

WHEREAS, MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose current Chairman is Mack B. Bohlen, and whose current Vice-Chairman is W. Michael Nabors, and whose current members are Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell, hereinafter sometimes referred to as "County", and the CITY OF MADISON, GEORGIA, a Georgia Municipality, whose current Mayor is Bruce E. Gilbert, and whose current Council Members are Barry N. Lurey, Fred Perriman, Clyde Sims, Roy Womack and Lyn Hunt, hereinafter sometimes referred to as "City", desire to provide efficient and non-duplicative Recreational Service to the citizens of the City and the County; and

WHEREAS, the parties have been negotiating under House Bill #489 to determine which services are more efficiently provided by one service provider; and

WHEREAS, the parties recognize that it would be more efficient for recreational services to be provided throughout their respective areas by only one of the parties hereto; and

WHEREAS, the parties further recognize that the County is the most logical provider of county-wide recreational services; and

WHEREAS, the parties want to contract with each other for the County to furnish recreational services to the City; and

WHEREAS, the parties are authorized to contract for recreational services under Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration of mutual promises exchanged between the parties in compliance with the provisions, terms and conditions of state statutes pertaining thereto, the parties hereto hereby agree as follows: RECITALS. The above recitals are made a part of this agreement.

2

TERM. This agreement will be binding on the parties hereto effective the 1st day of July, 1999, and ending at midnight on the 30th day of June, 2000. This agreement will then continue on an annual basis beginning the 1st day of July of each year and ending on the 30th day of June of the next calendar year unless this agreement is terminated under the terms of this agreement. Upon termination, the status quo prior to execution of this agreement shall be restored.

3.

FUNCTIONS. The County shall be solely responsible for the organizing, operating maintenance, furnishing of equipment, personnel, and facilities and maintenance of all personal and real property, as well as all other functions of the Morgan County Recreation Commission f/k/a the Madison-Morgan Recreation Department. However, the City shall furnish at no charge to the County the land, building and all facilities located at 1253 College Drive, Madison, Georgia, Hill Park located on South Main Street, Madison, Georgia, for recreational and related purposes during the terms of this agreement.

4.

SUCCESSOR IN INTEREST. The parties hereto recognize that the Morgan County Recreation Commission is a successor in interest and owner of all equipment and personalty formerly owned by the Madison-Morgan Recreation Department. However, upon termination, the status quo prior to execution of this agreement shall be restored, i.e.

5.

PAYMENTS. This agreement shall govern the rights and obligations of the parties hereto. No payments shall be made from the City to the County for recreational services. City residents shall be charged any fees in the same amount as charged by the County to other residents of Morgan County, Georgia. The foregoing notwithstanding, the City may elect to fund certain projects it determines to constitute as a higher level of services within the city limits of Madison by improving existing or creating new recreational facilities within the municipal limits

of Madison, Georgia.

6.

TERMINATION FOR CONVENIENCE. Either party may cancel and terminate this agreement at the end of any fiscal year, provided notice of such intention to so terminate and cancel this agreement shall be given not later than 60 days prior to the end of said fiscal year. Otherwise, it shall remain in force on a yearly basis. Upon termination, the status quo prior to execution of this agreement shall be restored as specified in paragraph 2 herein before.

7

PERSONNEL. The County shall furnish adequate personnel through funding from the County necessary to effectuate the services specified in this agreement. The method and manner in which the aforesaid functions are performed will be within the sole discretion of the County. The parties are aware that all employees of the Madison-Morgan Recreation Department except Bill Wood are considered employees of the Madison-Morgan Recreation Department and governed under Madison-Morgan Recreation Department personnel policies. Upon execution of this agreement by both parties, said employees, except Bill Wood, shall be governed under the County's personnel policies. Nothing contained in this agreement shall be construed as a contract or guarantee of employment, now or in the future. The foregoing notwithstanding, County, at its sole discretion, may provide retirement benefits to said employees, with the beginning effective date being the employee's first day of employment with the Morgan County Recreation Department. Each party will pay 2 of the \$7,042.00 expenses associated with this retroactive pension of retirement benefits.

8.

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

any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

- Mack B. Bohlen, Chairman
 Morgan County Board of Commissioners
 P. O. Box 168
 Madison, GA 30650
- b. Bruce E. Gilbert, Mayor City of Madison P.O. Box 32 Madison, GA 30650

9.

TRANSFER. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without prior written approval of all parties hereto.

10.

TERMINATION. If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving 60 days notice thereof. Upon termination, the status quo prior to execution of this agreement shall be restored as specified in paragraph 2 herein before.

11.

LAWS OF GEORGIA. It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

12.

SEVERABILITY. If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof

such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

13.

OTHER DOCUMENTS. On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

14.

TIME OF ESSENCE. Time is and shall be of the essence of this agreement.

15.

AUTHORITY. The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

SOLE AGREEMENT. This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers,

solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

17.

BINDING EFFECT. This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

18.

HEADINGS. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating reference to this agreement and shall not supplement, limit or otherwise vary the text of this agreement in any respect.

19.

REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

20.

POWERS CUMULATIVE. Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

21.

NO WAIVER. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

22.

COUNTERPARTS. This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)
By: Male & Sollen (FRAL)
Mack B. Bohlen Cr. Chairman (DISAL)
Mack B. Bohlen, Sr., Chairman
Nom 6 EUD
(SEAL)
W. Michael Nabors, Vice Chairman
under A and att in
Walter Curtis Bullet (SEAL)
Walter Curtis Butler, Jr., Commissioner
1(1) 1' 1/2
(SEAL)
DeWitt Knight, Commissioner
V. 20 Vite Kinght, Commanssioner
W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Sew (SEAL)
Thomas H. Bell, Commissioner
Land of
Attest: (SEAL)
Doris J. Harris, County Clerk
(AFFIX COUNTY SEAL)

Signed, sealed and delivered the date first above written

Notary Public, Morgan Co., GA
My commission expires: \0|3\2003

	CITY OF MADISON, GEORGIA	(SEAL)
Ву:	Bruce E. Gilbert, Mayor	(SEAL)
	Fred Perriman, Council Member	(SEAL)
	Barry N. Lurey, Council Member	_(SEAL)
	Clyde Sims, Council Member	_(SEAL)
	Roy C. Womack, Council Member	_(SEAL)
	Lyn Hun Council Member	_(SEAL)
Attest:	W. David Nunn, City Clerk	_(SEAL)
	[AFFIX CITY SEAL]	

Signed, sealed and delivered the date first above written in the presence of:

rance W. Callahan Unofficial witness

Notary Public, Morgan Co. GA. Morgan County, Georgia My commission expires My Commission Expires April 30, 2000

Date Notarized: 10/28/99

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PAGE 2

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: MO	RGAN COUNTY Service: 1	PROPERTY TAX ASSESSMENT AND COLLECTION
☐ Service will be	best describes the agreed upon delivery arrangement for provided county-wide (i.e., including all cities s box is checked, identify the government, authors.	and unincorporated areas) by a single service
Service will be box is checked	provided only in the unincorporated portion of identify the government, authority or organization	the county by a single service provider. (If this ation providing the service.)
be provided in	ties will provide this service only within their in unincorporated areas. (If this box is checked, ic oviding the service.)	ncorporated boundaries, and the service will not lentify the government(s), authority or
provide the ser	ies will provide this service only within their in vice in unincorporated areas. (If this box is che oviding the service.)	ncorporated boundaries, and the county will cked, identify the government(s), authority or
identify the go Morgan County,	ernment, authority, or other organization that v Bostwick, Buckhead, and Rutledge	
	rategy, were overlapping service areas, unnecessary con	npetition and/or duplication of this service identified?
Yes If these conditions will levels of service (See Competition cannot be	C.G.A. 36-70-24(1)), overriding benefits of the duplication	continuing the arrangement (i.e., overlapping but higher ation, or reasons that overlapping service areas or
If these conditions will to eliminate them, the	be eliminated under the strategy, attach an implement esponsible party and the agreed upon deadline for comp	ation schedule listing each step or action that will be taken pleting it.
3. List each governme funds, user fees, gener	nt or authority that will help to pay for this service and i al funds, special service district revenues, hotel/motel tax	ndicate how the service will be funded (e.g., enterprise xes, franchise taxes, impact fees, bonded indebtedness, etc.)
Local Government or Au	thority: Funding Method:	
Morgan County	General Fund, User Fees	
Bostwick	General Fund, User Fees	
Buckhead	General Fund, User Fees	
Madison	General Fund, User Fees	
Rutledge	General Fund, User Fees	
No Chan		that will be used to implement the strategy for this service: Effective and Ending Dates:
Service Delivery Ag	reement Worgan County - An Cities	
6. What other mechan General Assembly, rat	isms (if any) will be used to implement the strategy for the or fee changes, etc.), and when will they take effect?	this service (e.g., ordinances, resolutions, local acts of the
Same As	¥ 5	
7. Person completing	form: Mark B. Craig	
Phone number: (706) 342-0725 Date completed: Octobe	r 1, 1999
8. Is this the person w consistent with the ser	ho should be contacted by state agencies when evaluating vice delivery strategy? Yes No	ng whether proposed local government projects are
If not provide designate	ed contact person(s) and phone number(s) below:	

PAGE 2

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

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

County: MORGAN CO	UNTY	Service: PROPERTY TAX A	SSESSMENT AND COLLECTION	
Service will be provided	county-w	ed upon delivery arrangement for this service: vide (i.e., including all cities and unincorpo dentify the government, authority or organ	orated areas) by a single 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 placed be provided in unincorporganization providing	orated are	is service only within their incorporated be is. (If this box is checked, identify the gov	oundaries, and the service will not vernment(s), authority or	
organization providing t Morgan County, Bostv Other. (If this box is che	iinco/pora he service vick, Bacl cked, atta	chesd, and Rutledge ch a legible map delineating the service	the government(s), authority or area of each service provide and	
2. In developing the strategy, wer ☐ Yes ☑ No If these conditions will continue u	authority e overlappin nder the stra i-70-24(1)),	ng service areas, unnecessary competition and/or dategy, attach an explanation for continuing the a overriding benefits of the duplication, or reasons to	rvice within each service area.) uplication of this service identified?	
If these conditions will be elimina to eliminate them, the responsible	ted under th party and th	e strategy, attach an implementation schedule is e agreed upon deadline for completing it.	sting each step or action that will be taken	
List each government or author funds, user fees, general funds, spe	ity that will ecial service	help to pay for this service and indicate how the sedistrict revenues, hotel/motel taxes, franchise taxes	ervice will be funded (e.g., enterprise s, impact fees, bonded indebtedness, etc.)	
Local Government or Authority:	Funding M	ethod:		
Morgan County	General l	Fund		
Bostwick	General 1	Fund		
Buckhead	General I	⁷ und		
Madison	General I	Fund		
Rutledge	General I	Fund		
4. How will the strategy change th	e previous a	arrangements for providing and/or funding this ser	vice within the county?	
No Change			1	
	agreements	s or intergovernmental contracts that will be used to	o implement the strategy for this service:	
Agreement Name:	· · · · · · · · · · · · · · · · · · ·	Contacting Parties:	Effective and Ending Dates:	
Service Delivery Agreement	0,22	Morgan County - All Cities	October 1, 1999	
Madison - Morgan County Tax		Morgan County - Madison Tax Collection	September 12, 1994	
Rutledge - Morgan County Tax	Collection	Morgan County - Rutledge Tax Collection	July 2, 1996	
William all and a city of the	****			
General Assembly, rate or fee char	will be use ges, etc.), a	d to implement the strategy for this service (e.g., on when will they take effect?	rdinances, resolutions, local acts of the	
Same As # 5				
7. Person completing form: Mark	B. Craig			
Phone number: (706) 342-0725		Date completed: October 1, 1999		
consistent with the service delivery	strategy?	y state agencies when evaluating whether propose ☑ Yes ☐ No	d local government projects are	
f not provide designated contact p	erson(s) and	phone number(s) below:	*	
			d.	

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provides tax assessment services to unincorporated and incorporated residents. Morgan

PROPERTY TAX ASSESSMENT AND COLLECTION

Service:

Parties:

Agreement:

County Tax Commissioner collects County property taxes for unincorporated county and incorporated areas of Madison and Rutledge per attached agreement. In addition, the cities of Bostwick and Buckhead provide municipal tax collection services for municipal property owners within their incorporated municipal boundaries. We the undersigned agree that the foregoing Service Delivery Agreement promotes the mose efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this day of November, 1999. MORGAN CONTY **CITY OF MADISON** Title: CHAIRMAN BOC MAYUN Title: **CITY OF BOSTWICK** Title: Title: CITY OF BUCKHEAD Title: MAYO

AGREEMENT



GEORGIA, MORGAN COUNTY

THIS AGREEMENT made and entered into this 2nd day of July, 1996, by and between MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose Chairman currently is Henry G. Carson, whose Vice Chairman currently is S. J. Saffold, Jr., and whose current members are Walter Curtis Butler, Jr., Mack Bohlen, and DeWitt Knight, hereinafter sometimes referred to as "County", and the CITY OF RUTLEDGE, GEORGIA, acting by and through its Mayor who currently is Susan S. Herndon and whose council members currently are Hollie Y. Adams, Deleon Ray, Zonna Lanier, and William H. Dickie, Jr., hereinafter sometimes called "City", and approved and consented to by BRENDA B. WHITE, in her capacity as Tax Commissioner of Morgan County, Georgia, hereinafter sometimes called "Tax Commissioner";

WITNESSETH:

WHEREAS, the General Assembly of the State of Georgia enacted Code Section 48-5-359.1(a), which provides as follows:

That any County and any municipality wholly located within such County may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the County governing authority and a municipality shall specify an amount to be paid by the municipality to the County, which amount will substantially approximate the costs to the County providing the service to the municipality. Notwithstanding the provisions of any other law, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to him by the County; and

WHEREAS, the City desires to enter into a contract with the County, for the purpose of collecting tax money on behalf of the City; and

WHEREAS, the Tax Commissioner of Morgan County currently collects all County taxes from residents of Morgan County who are also residents of the City of Rutledge, and entering into this Agreement would eliminate the City's duplication of tax billing and collection services; and

WHEREAS, entering into this Agreement would allow taxpayers to deal with only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thus eliminating much confusion engendered by having to deal with two separate governmental bodies; and

WHEREAS, entering into this Agreement would eliminate the confusion of City taxpayers as to which office each payment (for City and County taxes) must be remitted; and

WHEREAS, entering in to this Agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record-keeping would be eliminated; and

WHEREAS, the City's staff employees would be free to perform other needed tasks, thus allowing the staff to provide a greater level of service to the public and to City employees; and

WHEREAS, the fees to be paid by the City for such services by the Tax Commissioner will substantially approximate the costs to the County to provide such services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the mutual considerations hereinafter set forth, the County and the City agree as follows:

County, through the Office of the Tax Commissioner, shall bill for and collect all City property taxes levied by the City.

County shall prepare the tax digest for the City.

31 County shall invoke any remedy allowed to City in collection of City taxes.

In the event a taxpayer is in bankruptcy, County shall prorate the amount of taxes due each entity according to the percentage each entity's bill has to the whole tax amount due.

County shall prepare and timely submit to City the following reports: TO BE FURNISHED ANNUALLY: (a)

- Preliminary tax digest totals; (i)
- (ii) Exempt list by name;
- (iii) Exempt list by parcel;
- (iv) Parcel list in numerical order;
- Breakdown of City tax amounts by tax distribution; and (V)
- (vi) Breakdown of City tax assessments by classification;
- TO BE FURNISHED MONTHLY, CONCERNING UNCOLLECTED TAXES: (b)
 - Alphabetical list by tax year for personal property;
 - (ii) Alphabetical list by tax year for real estate; and
 - (iii) Parcel list by tax year for real estate;
- TO BE FURNISHED BI-WEEKLY, BREAKDOWN BY CATEGORY OF TAX MONEY COLLECTED (0) BY TAX YEAR FOR:
 - Recreation maintenance and operations, if any;
 - (ii) Recreation bonds, if any;
 - (iii) Building authority bonds, if any;
 - (iv) General government;
 - Penalty for failure to file tax return; (V)
 - (vi) Amount of interest paid by the County on funds collected but not transferred;
 - (vii) Adjustment to include N.O.D.'s, releases and refunds; and
 - (viii) After taxes are delinquent, breakdown of interest and penalty collect by the County.

City shall pay to County the sum of \$1.25 per tax parcel for real estate

and personal property. County shall provide the services outlined herein and shall receive a fee of \$1.25 per parcel promptly after the County remits funds to the City following the collection of City taxes. The County shall deliver a check to the City Clerk as close as possible to the 1st and 16th day of each month and shall not hold City taxes in excess of fifteen (15) working days after collection. In the event the County holds City tax money in excess of fifteen (15) days working days after collection, the County shall remit to City the amount of interest earned by County on the withheld monies.

7

City will furnish to County all information and documentation necessary for County to provide the above-referenced services.

8.

With respect to City taxes which are delinquent, it is agreed that the County shall pursue collection remedies on behalf of the City. The County will hire a levying officer to work with the County for the purpose of collecting delinquent City taxes hereby alleviating the necessity for the City to employ a levying officer. This levying officer will be an employee or independent contractor of the County. The County Delinquent Tax Office shall pursue collection of delinquent taxes on behalf of the City and County equally and all sums whether incurred by the County or collected from the delinquent taxpayer shall he retained by or be paid by the County.

9.

County shall provide access to records of the Tax Commissioner to City through its auditors for purposes of a yearly audit or for other good and sufficient cause as determined by the reasonable judgment of the City.

10.

This Agreement shall commence on August 1, 1996, and shall terminate on June 30, 1997. However, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate or change this Agreement not less than sixty (60) days prior to June 30, 1997, or on or before such date in any subsequent year in which the agreement is in effect. Such written notice shall be mailed, Certified Mail, Return Receipt Requested, if to the County.

Chairman Morgan County, Board of Commissioners P.O. Box 168 Madison, Georgia 30650

and a copy to:

Morgan County Tax Commissioner Room 110, Morgan County Courthouse Madison, Georgia 30650

and if to the City:

City Clerk City of Rutledge P.O. Box 277 Rutledge, Georgia 30663

11.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

12.

In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding

shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been apart hereof.

13.

On and after the date of this Agreement, both parties shall, at the request of the other, make, execute and deliver or obtain or deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

Time is and shall be of the essence of this Agreement.

15.

The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

This Agreement supersedes all prior discussions and agreements between the parties and this Agreement contains the sole and entire understanding between the parties with the respect to the transactions contemplated by this Agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed.

17.

This Agreement shall be binding upon the parties hereto and their successors in office.

18.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

19.

All reference to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein", "hereof", "hereinafter" and other terms of like or similar import, shall be deemed to refer to this Agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

20.

Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

MORGAN COUNTY BOARD OF COMMISSIONERS
BY: Hamiles araon
Henry G. Carson, Chairman
S. & Solfel ()
S. J. Saffold, Jr., Vice Chairman
11) It / T. L -11
Walter Curvis Bulter, Jr. Commissione
All a Commissione
Mack Bohlen, Commissioner
O (i)
1. Coulon Alandi
DeWitt Knight, Commissioner
ATTEST A DE COMPANIE DE COMPAN
Doris Harris, County Clerk
CITY OF RUTLEDGE, GEORGIA
A Chil
Susan S. Herndon, Mayor
1
Holly y adams
Hollie Y. Adams / Council Member
- Alelia Ka-
Deleon Ray, Council Member
29mme Lanca
Zonna Lanier, Council Member
(1) (1) (1)
William H. Dickie, Jr., Council Member
TTEST: Hazel Conner, City Clerk
nazer Commer, City Clerk

APPROVED AND CONSENTED TO BY: MORGAN COUNTY TAX COMMISSIONER

Brenda B. White, Morgan County
Tax Commissioner

GEORGIA, MORGAN COUNTY

THIS AGREEMENT made and entered into this 12th day of September, 1994, by and between MORGAN COUNTY, GEORGIA, by and through its Board of Commissioners whose Chairman currently is Henry G. Carson, whose Vice Chairman currently is S. J. Saffold, Jr., and whose current members are Walter Curtis Butler, Jr., Douglas E. Ewing, and Mack Bohlen, hereinafter sometimes referred to as "County, and the CITY OF MADISON, GEORGIA, by and through its Mayor who currently is Bruce E. Gilbert and whose council members currently are Barry N. Lurey, R. D. Crawford, Fred Perriman, Roy C. Womack, and Clyde Sims, hereinafter sometimes called "City", and approved and consented to by BRENDA B. WHITE, in her capacity as Tax Commissioners of Morgan County, Georgia, hereinafter sometimed called "Tax Commissioner";

WITNESSETH:

WHEREAS, the General Assembly of the State of Georgia enacted Code Section 48-5-359.1(a), providing as follows:

That any County and any municipality wholly located within such County may contract, subject to approval by the Tax Commissioner of the County, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as County taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes. Any contract authorized by this subsection between the County governing authority and a municipality shall specify an amount to be paid by the municipality to the County, which amount will substantially approximate the costs to the County providing the service to the municipality. Notwithstanding the provisions of any other law, the Tax Commissioner is authorized to contract for and to accept, receive, and retain compensation from the municipality for such additional duties and responsibilities in addition to that compensation provided by law to be paid to him by the County; and

WHEREAS, the City desires to enter into a contract with the County, for the purpose of collecting tax money on behalf of the City; and

WHEREAS, the Tax Commissioner of Morgan County Morgan County currently collects all County taxes from residents of Morgan County who are also residents of the City of Madison, and entering into this Agreement would eliminate the City's duplication of tax billing and collection services; and

WHEREAS, entering into this agreement would allow taxpayers to deal with only one governmental body in regard to questions concerning taxes as well as the payment of taxes, thus eliminating much confusion engendered by having to deal with two separate governmental bodies; and

WHEREAS, entering into this agreement would eliminate the confusion of City taxpayers as to which office each payment (for City and County taxes) must by remitted; and

WHEREAS, entering into this agreement would be cost effective for the City in that funds spent for tax bills, forms, mailers, postage, computer programming, office supplies, and record keeping would be eliminated; and

WHEREAS, the City's staff employees would be free to perform other needed tasks, thus allowing said staff to provide a greater level of service to the public and to City employees; and

WHEREAS, the fees to be paid by the City for such services by the Tax Commissioner will substantially approximate the costs to the County to provide such services.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, including the mutual considerations hereinafter set forth, the County and the City agree as follows:

1.

County, through the Office of the Tax Commissioner, shall bill for and collect all City property taxes levied by the City.

County shall prepare the tax digest for City.

3'.

County shall invoke any remedy allowed to City in collection of City taxes.

4

In the event a taxpayer is in bankruptcy, County shall prorate the amount of taxes due each entity according to the percentage each entity's bill has to the whole tax amount due.

5.

County shall prepare and timely submit to City the following reports:

- (a) TO BE FURNISHED ANNUALLY:
 - (i) Preliminary tax digest totals;
 - (ii) Exempt list by name;
 - (iii) Exempt list by parcel;
 - (iv) Parcel list in numerical order;
 - (v) Downtown Madison Development Authority (hereinafter
 "DMDA") by name (outstanding list);
 - (vi) DMDA by parcel (long list);
 - (vii) DMDA by parcel (short list);
 - (viii) Breakdown of City tax amounts by tax distribution;
 - (ix) Breakdown of City tax assessments by classification;
- (b) TO BE FURNISHED MONTHLY, CONCERNING UNCOLLECTED TAXES;
 - (i) Alphabetical list by tax year for personal property;
 - (ii) Alphabetical list by tax year for real estate;
 - (iii) Alphabetical list by tax year for DMDA;
 - (iv) Parcel list by tax year for real estate;'
 - (v) Parcel list by tax year for DMDA;
- (c) TO BE FURNISHED BI-WEEKLY, BREAKDOWN BY CATEGORY OF TAX MONEY COLLECTED BY TAX YEAR FOR:
 - (i) School maintenance and operations;

- (ii) School bonds if any;
- (iii) Recreation maintenance and operations if any;
- (iv) Recreation bonds if any;
- (v) Building authority bonds if any;
- (vi) General government;
- (vii) Penalty for failure to file tax return;
- (viii) DMDA;
- (ix) Amount of interest paid by the County on funds collected but not transferred;
- (x) Adjustment to include N.O.D.'s, releases and refunds; and
- (xi) After taxes are delinquent, breakdown of interest and penalty collected by the County.

6.

City shall pay to County the sum of \$1.25 per tax parcel for real estate and personal property. County shall provide the services outlined herein and shall receive a fee of \$1.25 per parcel promptly after the County remits funds to the City following the collection of City taxes. The County shall deliver a check to the City Clerk as close as possible to the 1st and 16th day of each month and shall not hold City taxes in excess of fifteen (15) working days after collection. In the event the County holds City tax money in excess of fifteen (15) days working days after collection, the County shall remit to City the amount of interest earned by County on said withheld monites.

7.

City will furnish to County all information and documentation necessary for County to provide the above-referenced services.

8.

With respect to City taxes which are delinquent, it is agreed that the County shall pursue collection remedies on behalf

of the City. The County will hire a levying officer to work with the County for the purpose of collecting delinquent City taxes hereby alleviating the necessity for the City to employ a levying officer. This levying officer will be an employee or independent contractor of the County. The County Delinquent Tax Office shall pursue collection of delinquent taxes on behalf of the City and County equally and all sums whether incurred by the County or collected from the delinquent taxpayer shall be retained by or be paid by the County.

9.

County shall provide access to records of the Tax

Commissioners to City through its auditors for purposes of a

yearly audit or for other good and sufficent cause as determined
by the reasonable judgment of City.

10.

This Agreement shall commence on October 1, 1994, and shall terminate on June 30, 1995. However, this Agreement shall be automatically renewed on an annual basis unless either party notifies the other party in writing of its wish to terminate or change this Agreement not less than sixty (60) days prior to June 30, 1995 or any subsequent year in which the contract is in effect. Such written notice shall be mailed, Certified Mail, Return Receipt Requested, if to the County.

Chairman Morgan County Board of Commissioners P. O. Box 168 Madison, Georgia 30650

and a copy to:

Morgan County Tax Commissioner Room 110, Morgan County Courthouse Madison, Georgia 30650

and if to the City:

City Manager City of Madison P. O. Box 32 Madison, Georgia 30650 It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

12.

In the event any provision or portion of this agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extend as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

13.

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or caused to be done all such other things which either party may reasonably require to effectuate the provisions and intention of this agreement.

14.

Time is and shall be of the essence of this agreement.

15.

The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

16.

This agreement supersedes all prior discussion and agreements between the parties and except for the agreement of even date a copy of which is attached as Exhibit "A" this

agreement contains the sole and entire understanding between the parties with the respect to transactions contemplated by this agreement and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed.

17.

This agreement shall be binding upon the parties hereto and their successors in office.

18.

Words of any gender used in this agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

19.

Each and every exhibit referred to or otherwise mentioned in this agreement is attached to this agreement and is and shall be construed to be made a part of this agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full length every time it is referred to otherwise mentioned.

20.

All references to paragraph or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or

Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

MORGAN COUNTY BOARD OF COMMISSIONERS
By: damed (and me)
Henry G. Carson, Chairman
S. A. Solle 10 k.
S. J. Saffold, Jr., Vice Chairman
Watter Cust of the
Walter Curis Butler, Jr.
Commissioner
2400.5
Douglas E. Ewing, Commissioner
Made R Resp. 1
Mack Bohlen, Commissioner
Attest: Aug O Ho
Doris Harcis, County Clerk
0
CITY OF MADISON, GEORGIA
By: 2 Tall
Bruce E. Gilbert, Mayor
2 £
Barry N. Lurgy, Council Nember
dary, foundil Nember
R. D. Crawford Council Member
R.D. Crawford Council Member
Fred Perriman, Council Member
Fred Perriman, Council Member
Roy & Womack, Council Members
Roy (Womack, Council Member
Clyde dillis. Council Members
III I Member
Attest: W. David Nunn City Clark
W. David Nunn, City Clerk
APPROVED AND COM
APPROVED AND CONSENTED TO BY: MORGAN COUNTY TAX COMMISSIONER
Brande S. List
Brenda B. White, Morgan County
Tax Commissioner

i:\morgan\taxcolle.agr

PAGE 2

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:	MORGAN CO	UNTY	Service:	PUBLIC TRANSPOR	TATION	
	provider. (I Morgan Co Service wil	n be provided If this box is county Il be provided	necked, identity ti	elivery arrangement findluding all cities to government, au	or this service: es and unincorpor athority or organi	rated areas) by a single zed providing the serv	ice.)
	One or mor	re cities will p	rovide this service orated areas. (If thi	Only within their	incorporated have	indaries, and the service rnment(s), authority of	ce will not
	Provide the	e cities will par service in uni n providing th	moorporated areas	only within their (If this box is ch	incorporated bou ecked, identify th	indaries, and the count be government(s), auth	y will ority or
	Other. (If the identify the	is box is chec government,	ked , attach a legi l authority, or other	ble map delineat organization that	ing the service as will provide serv	rea of each service price within each service	r ovide, and e area.)
	If these conditions	will continue un ee O.C.G.A. 36-	der the strategy attac	h an avalanction for		olication of this service ide rangement (i.e., overlapping t overlapping service areas	
	If these conditions	will be eliminate	d under the strategy, a arty and the agreed up	attach an implement	ation schedule listin	ng each step or action that	will be taken
13	3. List each govern	nment or authorit neral funds, spec	v that will beln to now	for this someing and		vice will be funded (e.g., en impact fees, bonded indeb	nterprise tedness, etc.)
l	Morgan County		General Fund, User	Fees State Federal C	ranta		
4	. How will the stra	itegy change the	previous arrangement	e for providing and/o	- G4:		
	No Ch	ange ervice delivery a	greements or intergov	rernmental contracts		mplement the strategy for t	this service:
١,	Agreement Name	e:	Contactir	g Parties:		Effective and Ending Dates:	
	Service Delivery	Agreement	Morgan C	ounty - All Cities		October 1, 1999	
	,						
6. G	What other mecha eneral Assembly, ra	anisms (if any) v ate or fee change	vill be used to implemes, etc.), and when wil	ent the strategy for the latest the latest the latest take effect?	is service (e.g., ordi	l nances, resolutions, local a	cts of the
	Same A	s # 5					
7.	Person completing	g form: Mark B	. Craig				
	none number: (70			completed: October	1 1000		
8.		who should be co	ontacted by state agen	cies when evaluating	whether proposed lo	ocal government projects a	re
If	not provide designa	ated contact pers	on(s) and phone numi				
				<u>-</u>			

SERVICE DELIVERY AGREEMENT

Morgan County, Bostwick, Buckhead, Madison, and Rutledge.

PUBLIC TRANSPORTATION

Service:

Parties:

Agreement:	
Morgan County provides transportation services f	for all Morgan County citizens.
We the undersigned agree that the foregoing Service Del esponsive manner for the delivery of the services described	livery Agreement promotes the mose efficient, effective ar bed above and we see no apparent duplication of services
or issues for consolidation, this 2 day of Novem &	元
MORGAN COUNTY	CITY OF MADISON
By: Male & bobler &	By: 25/21
Title: CHAIRMAN, BOC	Title: MAYOR
Attest: // ach S. Cray	Attest: Wah B. Craw
CITY OF DOCTOROU	
CITY OF BOSTWICK	CITY OF CUTLEDGE
Ву:	By: 10 Colones C. Marco
Title: MMYDE	Title: MAYOR
7-0 1 1 1 7	200 1 1 1 2
Attest: Wah B. Craix	Attest: / / ach B. Cray
CITY OF BUCKHEAD	
<u> </u>	
By: Stove Bryand	
Title: MAYOR	
Attest: Mah B. Craw	
Allesi. Jan J. Mary	

PAGE 2

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:	MORGAN COUNTY	Service:	ROAD/BRIDGE CONSTRUCTION-MAINTENANCE
Service v		de (i.e., including all citie	or this service: es and unincorporated areas) by a single service athority or organized providing the service.)
			of the county by a single service provider. (If this zation providing the service.)
be provid		s. (If this box is checked,	incorporated boundaries, and the service will not identify the government(s), authority or
provide t	ore cities will provide this he service in unincorporate tion providing the service.	ed areas. (If this box is ch	incorporated boundaries, and the county will necked, identify the government(s), authority or
identify t	this box is checked, attached government, authority, County, Madison, Rutledge	h a legible map delineat or other organization that	ting the service area of each service provide, and t will provide service within each service area.)
2. In developin		g service areas, unnecessary co	ompetition and/or duplication of this service identified?
If these condition levels of services	ons will continue under the stra		or continuing the arrangement (i.e., overlapping but higher ication, or reasons that overlapping service areas or
	ons will be eliminated under the m, the responsible party and the		ntation schedule listing each step or action that will be taken appleting it.
3. List each go	vernment or authority that will	help to pay for this service and	I indicate how the service will be funded (e.g., enterprise axes, franchise taxes, impact fees, bonded indebtedness, etc.)
	ent or Authority: Funding Mo		
Morgan Cour	nty General F	Fund, User Fees	
Bostwick	•	Fund, User Fees	
Buckhead		fund, User Fees	
Madison		und, User Fees	
Rutledge		und, User Fees	
			Vor funding this service within the county?
No	Change nal service delivery agreements		is that will be used to implement the strategy for this service: Effective and Ending Dates:
		· · · · · · · · · · · · · · · · · · ·	Effective and Ending Dates.
Service Deliv	very Agreement	Morgan County - All Cities	
	nechanisms (if any) will be use ply, rate or fee changes, etc.), a		r this service (e.g., ordinances, resolutions, local acts of the
Sai	me As # 5		
7. Person comp	oleting form: Mark B. Craig		
Phone number:	(706) 342-0725	Date completed: Octob	ner 1, 1999
	rson who should be contacted be the service delivery strategy?	by state agencies when evaluati	ing whether proposed local government projects are
If not provide d	esignated contact person(s) and	phone number(s) below:	

PAGE 2

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:	MORGAN CO	DUNTY	Se	rvice	POAD/PRIDGE CONSTRUCTION
1. Check th	e box that best descri	ibes the agr	and unon delivery omen		ROAD/BRIDGE CONSTRUCTION-MAINTENANCE
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Servic box is	e will be provided checked, identify	l only in t the gave	le unincorporated por nment, authority or o	tion o	of the county by a single service provider. (If this zation providing the service.)
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	vided in unincorporation providing t			their ked,	incorporated boundaries, and the service will no identify the government(s), authority or
M One or	more cities will		17,		
provide	the service in un	incorpora	is service only within	their	incorporated boundaries, and the county will
organiz	zation providing the County			1s one	ecked, identify the government(s), authority or
Other.	If this box is ched	ked atta	ch a logible men dell	49	
identify	the government,	authority	, or other organization	mean that	ing the service area of each service provide, an will provide service within each service area.)
					mpetition and/or duplication of this service identified?
If these condi	tions will continue un	der the stra	tegy, attach an explanati	on for	r continuing the arrangement (i.e., overlapping but higher
competition ca	annot be eliminated).		James of the	aupno	cation, of reasons that overlapping service areas or
If these condit to eliminate th	ions will be eliminate em, the responsible p	ed under the party and the	strategy, attach an imple e agreed upon deadline for	ement	tation schedule listing each step or action that will be taken
3. List each go	overnment or authori	ty that will	halm to mary family:		
		cial service	district revenues, hotel/mo	otel tax	indicate how the service will be funded (e.g., enterprise xes, franchise taxes, impact fees, bonded indebtedness, etc.
		Funding Me	ethod:		, ampute 2003, contact indeptedness, etc.
Morgan Cou	inty	General F	und, SPLOST, Federal and	d State	e Grants
Madison			und, SPLOST, Federal and		
Rutledge			und, Federal and State Gra		
4. How will th	e strategy change the	previous a	Transcoments Co. 11		
		previous ai	rangements for providing	and/or	or funding this service within the county?
N	o Change	***			
5 List any for	mal gameira dall				
Agreement 1	nai service delivery a	greements	or intergovernmental cont	racts th	that will be used to implement the strategy for this service:
			Contracting Parties:		Effective and Ending Dates:
	ery Agreement		Morgan County - All Citi	es	October 1, 1999
Agreement	nty & Madison SPLO	ST	Morgan County - Madiso	n	October 1, 1999
,					
 What other n General Assemb 	nechanisms (if any) woly, rate or fee change	vill be used es, etc.), and	to implement the strategy when will they take effect	for thi	is service (e.g., ordinances, resolutions, local acts of the
	ne As # 5				
7. Person comp	leting form: Mark B	Craig			
	(706) 342-0725	. Clarg	Б.		
Is this the per		ontacted by	Date completed: Oct state agencies when evalu	ober 1	1, 1999 whether proposed local government projects are
	•				Projects ato
r not brovide de	signated contact pers	on(s) and p	hone number(s) below:		
	GENY				
	200 - 100 -	13			

SERVICE DELIVERY AGREEMENT

Service: ROAD/BRIDGE CONSTRUCTION-MAINTENANCE

Parties: Morgan County, and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The Morgan County Road Department provides maintenance to all county roads and bridges except in the City of Madison where SPLOST appropriation for Roads & Bridges substitutes. When the Morgan County Road Department receives a maintenance request from Bostwick or Buckhead for assistance for city streets, the county road department provides support in lieu of LOST taxes. The city's request may be scheduled into the county road department's priority list for completion. The City of Rutledge receives LOST and is responsible for maintenance of city streets. Morgan County may provide assistance on a space available basis to the cities of Madison and Rutledge.

Maintenance on city streets is either completed by the cities or a private contractor. The City of Madison has its own road maintenance department. See Attached SPLOST Agreement.

The county shall have permitting authority for "County-Maintanined" roads in the city, except Madison for that section of road which the county maintains. The county and the Department of Transportation will control permitting for driveways, utility, construction, road widenings, lane widths, construction standards and other transportation standards that effect safety and conformity to acceptable Department of Transportation road maintenance practices. Any city that makes a utility cut or initiates any other activity that disrupts the road surface on a County-Maintained road will be responsible for repairing the roadway.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999. **MORGAN COUNTY CITY OF MADISON** Title: CHAIRMAN BEC Title: ___ MAYON_ **CITY OF BOSTWICK** Title: MAYO Title: CITY OF BUCKHEAD

STATE OF GEORGIA, COUNTY OF MORGAN:

AGREEMENT FOR EXPENDITURES OF SPLOST REVENUES

22. Incodebasia Paris - Landing in the Same

WHEREAS, MORGAN COUNTY, GEORGIA, acting by and through its Board of Commissioners whose current Chairman is Mack B. Bohlen, and whose current Vice-Chairman is W. Michael Nabors, and whose current members are Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell, hereinafter sometimes referred to as "County", distributes monies, inter alia, for the construction, maintenance and improvement of roads and bridges within Morgan County, Georgia, in accordance with a local option sales tax passed by the voters of Morgan County, Georgia, which distribution became effective in April of 1997; and

WHEREAS, the CITY OF MADISON, GEORGIA, a Georgia Municipality, whose current Mayor is Bruce E. Gilbert, and whose current council members are Barry N. Lurey, Fred Perriman, Roy Womack, Clyde Sims and Lyn Hunt, hereinafter sometimes referred to as "City", is a municipality wholly lying within the boundaries of Morgan County, Georgia; and

WHEREAS, the parties have agreed that a certain percentage of revenues collected for said road and bridge purposes under the aforesaid SPLOST election shall be paid on a regular basis to the City of Madison; and

WHEREAS, the parties are authorized to enter into this agreement under Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia;

NOW, THEREFORE, for valuable consideration of mutual promises exchanged between the parties in compliance with the provisions, terms and conditions of state statutes pertaining thereto, the parties hereto hereby agree as follows:

1.

RECITALS. The above recitals are made a part of this agreement.

2.

TERM. This agreement will be binding on the parties hereto effective the 1st day of July, 1999, and shall remain in full force until cancelled by mutual agreement of both parties or by written notice by one party to the other, giving sixty (60) days notice of said cancellation.

3.

PAYMENTS. On a monthly basis, the County shall pay to the City a total of 10% of not less than 55% of SPLOST. Should SPLOST end, County shall monthly pay City an amount equal to the last full year of funding described in the prior sentence, with an increase equal to the CPI at each one year anniversary from SPLOST termination. The CPI being previously referred to is the Consumer Price Index for all urban consumers - all items - U.S. City Average, Series A (1967=100) issued by the Bureau of Labor Statistics, U. S. Department of Labor.

4.

FUNCTIONS. The County shall be solely responsible for the expenditure of SPLOST revenue within the unincorporated areas of Morgan County, Georgia. The City shall be solely responsible for the expenditure of its funding hereunder within the incorporated limits of the City of Madison, Georgia.

As an Bassillary of The Estate of the

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

- Mack B. Bohlen, Chairman
 Morgan County Board of Commissioners
 P. O. Box 168
 Madison, GA 30650
- b. Bruce E. Gilbert, Mayor City of Madison P. O. Box 32 Madison, GA 30650

6.

TRANSFER. The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this agreement without prior written approval of all parties hereto.

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TERMINATION. If due to any cause a party shall fail to timely and/or properly perform its obligations under this agreement, the non-breaching party may terminate this agreement by giving 60 days notice thereof. The breaching party shall not be relieved of liability for damages sustained by the non-breaching party due to the breach.

8.

LAWS OF GEORGIA. It is the intention of the parties that the laws of Georgia shall govern the validity of this agreement, the construction of its terms and the interpretation of the rights or duties of the parties.

9.

SEVERABILITY. If any one or more provision(s) of this agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof such provision(s) shall be fully severable. The agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision(s) had never comprised a part hereof or thereto; and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision(s) or by its (their) severance herefrom or therefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision(s), there shall be added automatically as a part hereof or thereto one or more provision or provisions that is (are) similar in terms to such illegal, invalid or unenforceable provision(s) as may be possible and still be legal, valid and enforceable.

and the state of t

OTHER DOCUMENTS. On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement.

11.

TIME OF ESSENCE. Time is and shall be of the essence of this agreement.

12.

AUTHORITY. The parties signing this agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

13.

SOLE AGREEMENT. This agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this agreement. This agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

BINDING EFFECT. This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

15

HEADINGS. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating reference to this agreement and shall not supplement, limit or otherwise vary the text of this agreement in any respect.

16.

REFERENCES. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this agreement. Unless otherwise specified in this agreement, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this agreement, as a whole, and not to any particular paragraph or subparagraph hereof.

17.

POWERS CUMULATIVE. Except as expressly limited by the terms of this agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

18.

NO WAIVER. No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

19.

COUNTERPARTS. This agreement may be executed in several counterparts, each of which shall constitute an executed original hereof, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this agreement either by writing or by facsimile.

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)
By: Much & Bohler L(SEAL)
Mack B. Bohlen, Sr., Chairman
W. Michael Nabors, Vice Chairman (SEAL)
Walter Guttes Butles (SEAL) Walter Gurtis Butler, Jr., Commissioner
J. DeWitt Knight, Complissioner (SEAL)
Thomas H. Bell, Commissioner (SEAL)
Attest: (SEAL) Doris J. Harris County Clerk [AFFIX COUNTY SEAL]

of the ordered in the property of the state of the state

Signed, sealed and delivered the date first above written

Unofficial witness

Notary Public, Morgan Co., GA
My commission expires: \0 3 200 3

CITY OF MADISON, GEORGIA (SEAL) By: (SEAL) Бгисе E. Gilbert, Mayor Barry N. Lurey, Council Member (SEAL) Council Member (SEAL) Clyde Sirns, Council Member (SEAL) mack, Council Member (SEAL) Attest: (SEAL) W. David Nunn, City Clerk [AFFIX CITY SEAL]

and the first telligibilities of the complete that kending the configuration and the configuration of the configur

Signed, sealed and delivered the date first above written in the presence of:

Unofficial witness

Notary Public, Morgan Gory Public, Morgan County, Georgia My commission expires My Commission Expires April 30, 2000

Date Notarized: 10/28/99

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PAGE 2

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



Instructions:

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County:	MORGAN CO	UNTY	Service:	SENIOR CENTER	
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Service v	will be provided necked, identify	only in the the govern	e unincorporated portion of ment, authority or organic	of the county by a sir zation providing the	ngle service provider. (If this service.)
oo provid	nore cities will p ded in unincorpo tion providing th	naicu alea:	s. (11 mis dox is checked.	incorporated boundaridentify the government	aries, and the service will not nent(s), authority or
provide	ore cities will particle in unition providing the	mcorporate	areas. (If this box is ch	incorporated bounda ecked, identify the go	ries, and the county will overnment(s), authority or
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Worgan Coun	ıy	General Fu	nd, User Fees, State, Federal C	Grants	
Lione will the	-441				
+. How will the	strategy change the	previous arra	angements for providing and/o	or funding this service wi	thin the county?
No	Change				
	· ·	*			
5. List any forma	al service delivery a	greements o	r intergovernmental contracts	that will be used to imple	ement the strategy for this service:
Agreement Na	ame:		Contacting Parties:		
Service Delive	rv Agreement		Morgan County - All Cities		fective and Ending Dates:
			worgan County - All Cities	O	ctober 1, 1999
<u> </u>		- 22			
. What other me	chanisms (if any) v	vill be used to	o implement the strategy for the	nie service (o a antinama	es, resolutions, local acts of the
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Person comple	ting form: Mark E	· Comit		r	
		. Craig			
hone number:			Date completed: October	1, 1999	
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not provide desi	ignated contact pers	on(s) and ph	one number(s) below:		
					j -

SERVICE DELIVERY AGREEMENT

Morgan County, Bostwick, Buckhead, Madison, and Rutledge.

SENIOR CENTER

Service:

Parties:

Agreement:

Morgan County provides senior services for all ci	itizens.
ne undersigned agree that the foregoing Service Deli	ivery Agreement promotes the mose efficient, effect
nsive manner for the delivery of the services describes uses for consolidation, this day of	ned anove and we coo so some and 1 1' ''
MODC AN COUNTRY	
MORGAN COUNTY	CITY OF MADISON
By: // laste B Bollin L	By: Ju The
Title: CHAIRMAN BOG	Title: MAyon_
Attest Dah B. Crand	Attest Mah B. Craw
(' 8	1 8
CITY OF BOSTWICK	CITY OF RUTLEDGE
By:	By: / Sullen C. Mace
Title: Muryone	Title: MAYOR
Attest: Wah B. (said)	Attest: Wah B. Case?
1	Jacob J. Clary
CITY OF BUCKHEAD	
By: Steve Bryont	
Title: Mayor	
Attest: Vah B. Cray	
1 '	

PAGE 2

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: MORGAN CO	UNTY	Service:	SOLID WASTE COLLECTION/RECYCL	ING
Check the box that best described Service will be provided provider. (If this box is constitutions).	county-wide (i.e., including	rangement for	r this service: and unincorporated areas) by a hority or organized providing t	o ginalo garria
Service will be provided box is checked, identify	only in the unincorporated the government, authority	d portion of or organiza	f the county by a single service ation providing the service.)	provider. (If this
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organization providing the Morgan County, Bostw	incorporated areas. (If this ne service.) ick, Buckhead, Madison.	box is che	ncorporated boundaries, and the cked, identify the government(s), authority or
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to commutate trient, the responsible p	party and the agreed upon dead	line for compl	ation schedule listing each step or ac leting it.	
3. List each government or authori funds, user fees, general funds, spec	ty that will help to pay for this a	service and in otel/motel tax	dicate how the service will be funderes, franchise taxes, impact fees, bond	d (e.g., enterprise
Local Government or Authority:	Funding Method:			
Morgan County	General Fund, User Fees, SPI	LOST		
Buckhead	General Fund, User Fees			
Madison	General Fund, User Fees			
Rutledge	General Fund, User Fees			
No Change			funding this service within the coun	
Agreement Name:	agreements or intergovernment Contracting Parti		nat will be used to implement the stra Effective and	
Service Delivery Agreement	Morgan County - A	All Cities	October 1, 199	
6. What other mechanisms (if any) General Assembly, rate or fee change	will be used to implement the s es, etc.), and when will they tal	trategy for thi	is service (e.g., ordinances, resolution	is, local acts of the
Same As # 5				
7. Person completing form: Mark	B. Craig			
Phone number: (706) 342-0725	Date complete	ed: October 1	, 1999	
8. Is this the person who should be consistent with the service delivery s	contacted by state agencies whe			projects are
If not provide designated contact per			4	

SERVICE DELIVERY AGREEMENT

SOLID WASTE COLLECTION/RECYCLING

Service:

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge. Parties: Agreement: Morgan County, Bostwick, Buckhead and residents utilize ten compactor sites and three recycling centers to collect their residential solid waste. Commercial customers in Morgan County, Bostwick, Buckhead, and Rutledge contract direct with private solid waste haulers. Rutledge contracts are with a private vendor for both commercial and residential solid waste. The City of Madison contracts with a private vendor to collect recyclables. Madison's large commercial and industrial customers contract direct with private vendors or the City for their solid waste collection. Madison collects garbage at back door for its residential citizens. We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999. MORGAN COUNTY **CITY OF MADISON** Title: Title: CITY OF BUCKHEAD Here Bryan

PAGE 2

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:	MORGAN COUNTY	Service:	SOLID WASTE DISPOSAL
Service wil	that best describes the agreed upon of I be provided county-wide (i.e. If this box is checked, identify	, including all citie	for this service: es and unincorporated areas) by a single service uthority or organized providing the service.)
	l be provided only in the uninc ked, identify the government, a		of the county by a single service provider. (If this zation providing the service.)
be provided			r incorporated boundaries, and the service will not identify the government(s), authority or
provide the	e cities will provide this service service in unincorporated area n providing the service.)	e only within their s. (If this box is ch	r incorporated boundaries, and the county will necked, identify the government(s), authority or
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	will be eliminated under the strategy the responsible party and the agreed		ntation schedule listing each step or action that will be taken npleting it.
3. List each gover funds, user fees, g	nment or authority that will help to peneral funds, special service district i	eay for this service and revenues, hotel/motel to	d indicate how the service will be funded (e.g., enterprise taxes, franchise taxes, impact fees, bonded indebtedness, etc.)
Local Government	or Authority: Funding Method:		
Morgan County	General Fund, Us	er Fees	
Bostwick	General Fund, Us	er Fees	
Buckhead	General Fund, Us	er Fees	
Madison	General Fund, Us	er Fees	
Rutledge	General Fund, Us	er Fees	
No C	hange service delivery agreements or inter		d/or funding this service within the county? ts that will be used to implement the strategy for this service: Effective and Ending Dates:
Service Deliver	y Agreement Morga	n County - All Cities	
	chanisms (if any) will be used to imp, rate or fee changes, etc.), and when		r this service (e.g., ordinances, resolutions, local acts of the
Same	As # 5		
7. Person comple	ing form: Mark B. Craig	<u></u>	
Phone number:	(706) 342-0725 I	ate completed: Octob	ber 1, 1999
	on who should be contacted by state as service delivery strategy?	-	ting whether proposed local government projects are
If not provide desi	gnated contact person(s) and phone	number(s) below:	

PAGE 2

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



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County: MORGAN CO	DUNTY Service: SOLID W	WASTE DISPOSAL
provider. (If this box is	ibes the agreed upon delivery arrangement for this ser I county-wide (i.e., including all cities and un checked, identify the government, authority	rvice: nincorporated areas) by a single service or organized providing the service.)
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One or more cities will provide the service in un organization providing the Morgan County, Madis	provide this service only within their incorponincorporated areas. (If this box is checked, in the service.)	rated boundaries, and the county will dentify the government(s), authority or
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If these conditions will continuous	nder the strategy, attach an explanation for continu 70-24(1)), overriding benefits of the duplication or	due the surround (
If these conditions will be eliminate to eliminate them, the responsible	ted under the strategy, attach an implementation sch party and the agreed upon deadline for completing it.	
3. List each government or author	ity that will help to pay for this service and indicate he cial service district revenues, hotel/motel taxes, franc	now the comics will be C. T. 1.4
Local Government or Authority:	Funding Method:	
Morgan County	General Fund, User Fees	
Madison	User Fees	
		era g
4. How will the strategy change the	e previous arrangements for providing and/or funding	g this service within the county?
No Change		
		al al
5. List any formal service delivery	agreements or intergovernmental contracts that will be	be used to implement the strategy for this service.
Agreement Name:	Contacting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Morgan County - All Cities	October 1, 1999
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. What other mechanisms (if any)	will be used to implement the strategy for this service	
General Assembly, rate or fee chang	ges, etc.), and when will they take effect?	e (e.g., ordinances, resolutions, local acts of the
Same As # 5		
. Person completing form: Mark	B. Craig	1 a

Phone number: (706) 342-0725 3. Is this the person who should be	Date completed: October 1, 1999 contacted by state agencies when evaluating whether	proposed local government projects are
onsistent with the service delivery	Date completed: October 1, 1999 contacted by state agencies when evaluating whether	proposed local government projects are

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provides certain solid waste disposal services to the unincorporated areas and to all cities within Morgan County. Morgan County operates a transfer station that is available to all jurisdictions in Morgan

SOLID WASTE DISPOSAL

County for residential garbage at no charge.

Service:

Parties:

Agreement:

Commercial establishments in Morgan County contract with private or city waste haulers who are responsible for solid waste disposal. Disposal costs are charged for commercial hauls at county transfer station. Recycling is disposed of by contractors (in the City of Madison). Morgan County disposes of recyclables with a private contractor by hauling to a processing center. We the undersigned agree that the foregoing Service Delivery Agreement promotes the mose efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November, 1999. MORGAN COUNTY **CITY OF MADISON** Title: MAY OV **CITY OF BOSTWICK** Title: CITY OF BUCKHEAD

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. He arrests the	
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 pa Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) cha his should be reported to the Department of Community Affairs	age I.
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his should be reported to the Department of Community Affairs.	mgw,

County: MORG	AN COUNTY	Service: WAST	TE WATER
Service will be pro	ovided county	reed upon delivery arrangement for this	service: unincorporated areas) by a single service y or organized providing the service.)
Service will be probox is checked, id	ovided only in entify the gove	the unincorporated portion of the ernment, authority or organization	county by a single service provider. (If this providing the service.)
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2. In developing the strateg	y, were overlapp	oing service areas, unnecessary competiti	on and/or duplication of this service identified?
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competition cannot be elimi	nated).	, overriding benefits of the duplication, (nuing the arrangement (i.e., overlapping but higher or reasons that overlapping service areas or
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3. List each government or funds, user fees, general fun	authority that wi ds, special servic	Il help to pay for this service and indicate te district revenues, hotel/motel taxes, fra	e how the service will be funded (e.g., enterprise unchise taxes, impact fees, bonded indebtedness, etc.)
Local Government or Authority	: Funding	Method:	,
Madison	General	Fund, User Fees, Grants, Loans	
Rutledge	General	Fund, User Fees, Grants, Loans	
			- A
4. How will the strategy cha	nge the previous	arrangements for providing and/or fundi	ing this service within the county?
		will provide sewage in identified water	
5. List any formal service de	elivery agreemen	ts or intergovernmental contracts that wil	ll be used to implement the strategy for this service:
Agreement Name:		Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreeme	ent	Madison, Rutledge	October 1, 1999
Utility Service Delivery A	greement	Morgan County	October 1, 1999
Utility Service Delivery A	greement	Bostwick	October 1, 1999
Utility Service Delivery A	greement	Buckhead	October 1, 1999
6. What other mechanisms (i	f any) will be us	d to implement the strategy for this serv	ice (e.g., ordinances, resolutions, local acts of the
General Assembly, rate or fee	e changes, etc.),	and when will they take effect?	to (e.g., ordinances, resolutions, local acts of the
Same As # 5			
7. Person completing form:	Mark B. Craig		
Phone number: (706) 342-0		Date completed: October 1, 1999	
8. Is this the person who sho consistent with the service de	uld be contacted livery strategy?	by state agencies when evaluating whether	er proposed local government projects are
If not provide designated con	100		
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SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

WASTE WATER

Service:

Parties:

Agreement:

Morgan County does not operate a public sewerage facilities and Rutledge has one treatment facility. Limited County, Bostwick, Buckhead operate systems off of seption Attached Service Area Delivery Systems.	COMPAGE OF STREET
We the undersigned agree that the foregoing Service Deliversponsive manner for the delivery of the services describe nor issues for consolidation, this _2 day of _Number_	d shove and we see no amount doubt it at
MORGAN COONTY By: Mach & Bollen &	CITY OF MADISON By: 52 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Title: CHAIRMAN BOC Attest: Mah B. Cray	Title: MAYOV Attest: Mah B. Cray
By: M. Wh. Title: MAYIR Attest: Mah B. Clay	By: NAYOR Attest: Mah B. Cray
By: Steve Bryan	
Title: Mayor Attest: Mah B. Cray	

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS



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supply, TREATMENT AND DISTRIBUTION rvice: ncorporated areas) by a single service r organized providing the service.) inty by a single service provider. (If this oviding the service.) ited boundaries, and the service will not agovernment(s), authority or organization ited boundaries, and the county will entify the government(s), authority or ervice area of each service provide, and
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Effective and Ending Dates:
July 1, 1999
July 1, 1999
July 1, 1999
September 3, 1996
July 1, 1999
July 1, 1999
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proposed local government projects are
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SERVICE DELIVERY AGREEMENT

Service:

WATER SUPPLY, TREATMENT AND DISTRIBUTION

Parties:

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Agreement:

The City of Madison provides treated water from two treatment plants to residential and non-residential development located within the city limits and unincorporated county. Madison also supplies water to unincorporated customers by operating and maintaining water lines the county paid for under attached agreement with Morgan County.

The City of Rutledge provides potable water from wells to residential and non-residential development in the city limits. Rutledge also provides water from city wells to unincorporated residents and businesses (see attached map). Rutledge purchases treated water from Madison.

The City of Bostwick provides potable water from city wells and non-residential customers in the city limits and to customers in unincorporated areas.

The City of Buckhead provides treated water from city wells to its customers in the city limits and in unincorporated areas of Morgan County.

Morgan County Water Authority is inactive. See Attached Agreements.

We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of November 1999.

CITY OF MADISON

By: Mach & Boble L	By: Shell
Title: Chairman	Title: Mayor
Attest: Mah B. Cray	Attest: Mah B. Cray
CITY OF BOSTWICK By:	CITY OF RUTLEDGE
Title: Mayor	Title:
Attestin ah B. Cray	Attest: Mah B. Cray

CITY OF BUCKHEAD

MORGAN COUNTY

By: Steve Bruato

Title: MAYOD

Attest: Mah B. C.

AUG 2 3 2002

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the 25° day of ________, 2002, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), The CITY OF SOCIAL CIRCLE, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"),

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the power to acquire and develop land as a site for a research park (a "Research Park Project"); and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, as part of the development process of the Research Park Project, the Authority desires to extend water and wastewater service to the Property; and

WHEREAS, by resolution dated June 26, 2001, the Authority authorized the filing of an application with the Department of Community Affairs (the "DCA") for a Regional Assistance Program (RAP) grant (the "Grant") of \$500,000 in grant funds for project funding for the extension of water and wastewater service to the property;

WHEREAS, the Authority was awarded said Grant on September 17, 2001 and the Grant was accepted by the Authority on October 23, 2001;

WHEREAS, a Special Condition of the Grant requires that prior to drawdown and disbursement of grant funds, the applicant will submit, for DCA approval, evidence that the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and that the project for which the Grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

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

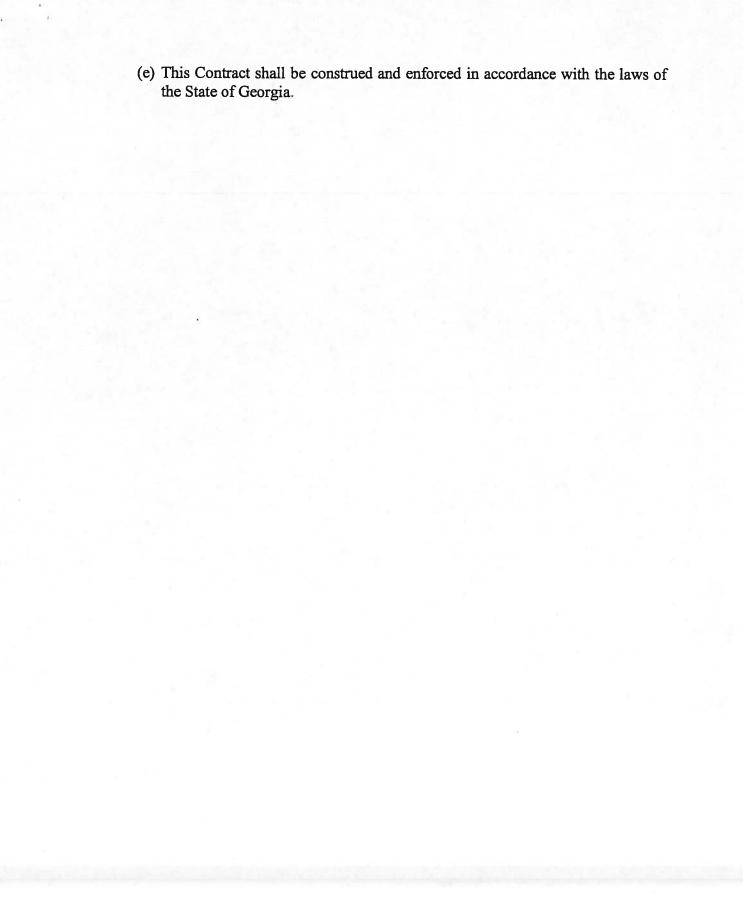
1.

Consistent with the process for revising service delivery strategies set out in the Local Government Services Delivery Strategy Act, O.C.G.A. § 36-70-1 et seq., Morgan County, Newton County, Walton County and the City of Social Circle agree to identify the Authority as the designated provider of water and wastewater service within the Property. The Authority is recognized as the owner of the water and wastewater system within the Property and has the exclusive right to contract for the operation of water and wastewater utilities within the Property. The Authority will fund the operation of the water and wastewater utilities with user fees.

2.

The Authority, the Counties, and the City agree as follows:

- (a) This Contract is entered into in order to satisfy Special Condition 1 of RAP Grant number 02rp-ATH-3-2070, awarding \$500,000 to the Authority.
- (b) This contract shall be effective upon execution by all signatories and shall be for a term of fifty (50) years.
- (c) Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.
- (d) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the parties, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

JASPER COUNTY, GEORGIA

Chairman, Board of Commissioners

of Jasper County

(SEAL)

Attest:

-Clerk, Board of Commissioners

of Jasper County

County Administrator

MORGAN COUNTY, GEORGIA

By

Chairman, Board of Commissioners

of Morgan County

(SEAL)

Attest:

Clerk, Board of Commissioners

of Morgan County

NEWTON COUNTY, GEORGIA

of Newton County

Chairman, Board of Commissioners

By:

S E All S

Attest:

Clerk, Board of Commissioners of Newton County

WALTON COUNTY, GEORGIA

Chairman, Board of Commissioners

of Walton County

(SEAL)

Attest:

Clerk, Board of Commissioners

of Walton County

THE CITY OF SOCIAL CIRCLE, GEORGIA

By:

Mayor, City of Social Circle

(SEAL)

Attest:

Clerk, City of Social Circle

JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY

Bv:

Chairman

(SEAL)

Attest:

Secretary

MORGAN

RECEIVED

AUG 2 8 2002

RESOLUTION OF THE CITY OF Livedge, GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of County, Georgia that the City of supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

SO RESOLVED this 30th day of ______, 2002.

Kulledge, GEORGIA

Mayor

(SEAL)

Attest:

Clerk, City of Ruheage

RECEIVED

AUG 2 8 2002

MORGAN

RESOLUTION OF

THE CITY OF Madison, GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Madison, Morgan County, Georgia that the City of Madison supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

SO RESOLVED this8th day of July	, 2002.
---------------------------------	---------

Madison	, GEORGIA
IIGUIDOII	, CLORUIT

Ву:

Mayor, City of Madison

Attest ino

Clerk, City of Madison

-COUNTY BOUNDARY LINES

- RESSOURCH PARK ARBA

RECE

AUG 2 3 2002

DRAFT 6/18/2002

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the day of ________, 2002, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), The CITY OF SOCIAL CIRCLE, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"),

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the power to acquire and develop land as a site for a research park (a "Research Park Project"); and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, as part of the development process of the Research Park Project, the Authority desires to extend water and wastewater service to the Property; and

WHEREAS, by resolution dated June 26, 2001, the Authority authorized the filing of an application with the Department of Community Affairs (the "DCA") for a Regional Assistance Program (RAP) grant (the "Grant") of \$500,000 in grant funds for project funding for the extension of water and wastewater service to the property;

WHEREAS, the Authority was awarded said Grant on September 17, 2001 and the Grant was accepted by the Authority on October 23, 2001;

WHEREAS, a Special Condition of the Grant requires that prior to drawdown and disbursement of grant funds, the applicant will submit, for DCA approval, evidence that the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and that the project for which the Grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

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

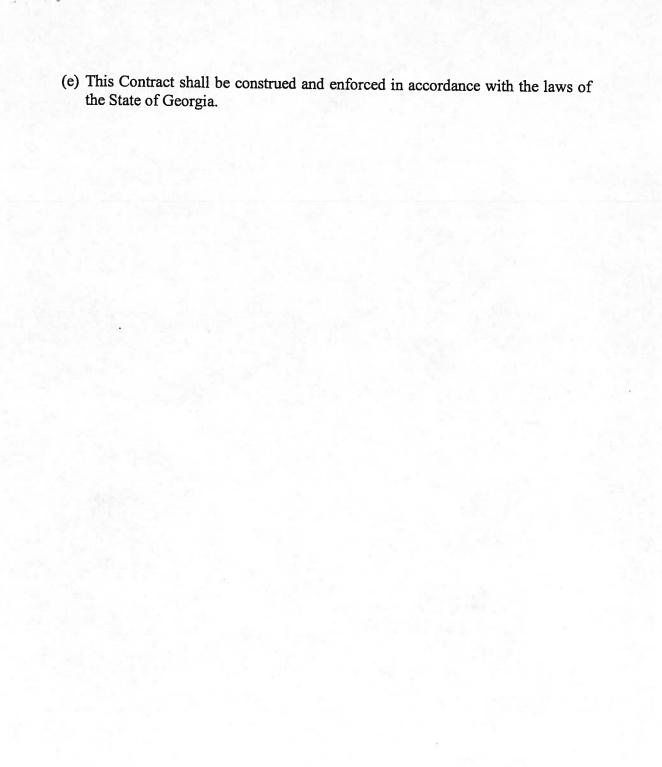
1.

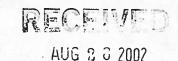
Consistent with the process for revising service delivery strategies set out in the Local Government Services Delivery Strategy Act, O.C.G.A. § 36-70-1 et seq., Morgan County, Newton County, Walton County and the City of Social Circle agree to identify the Authority as the designated provider of water and wastewater service within the Property. The Authority is recognized as the owner of the water and wastewater system within the Property and has the exclusive right to contract for the operation of water and wastewater utilities within the Property. The Authority will fund the operation of the water and wastewater utilities with user fees.

2.

The Authority, the Counties, and the City agree as follows:

- (a) This Contract is entered into in order to satisfy Special Condition 1 of RAP Grant number 02rp-ATH-3-2070, awarding \$500,000 to the Authority.
- (b) This contract shall be effective upon execution by all signatories and shall be for a term of fifty (50) years.
- (c) Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.
- (d) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.





INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the 25° day of ________, 2002, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), The CITY OF SOCIAL CIRCLE, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"),

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the power to acquire and develop land as a site for a research park (a "Research Park Project"); and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, as part of the development process of the Research Park Project, the Authority desires to extend water and wastewater service to the Property; and

WHEREAS, by resolution dated June 26, 2001, the Authority authorized the filing of an application with the Department of Community Affairs (the "DCA") for a Regional Assistance Program (RAP) grant (the "Grant") of \$500,000 in grant funds for project funding for the extension of water and wastewater service to the property;

WHEREAS, the Authority was awarded said Grant on September 17, 2001 and the Grant was accepted by the Authority on October 23, 2001;

WHEREAS, a Special Condition of the Grant requires that prior to drawdown and disbursement of grant funds, the applicant will submit, for DCA approval, evidence that the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and that the project for which the Grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

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

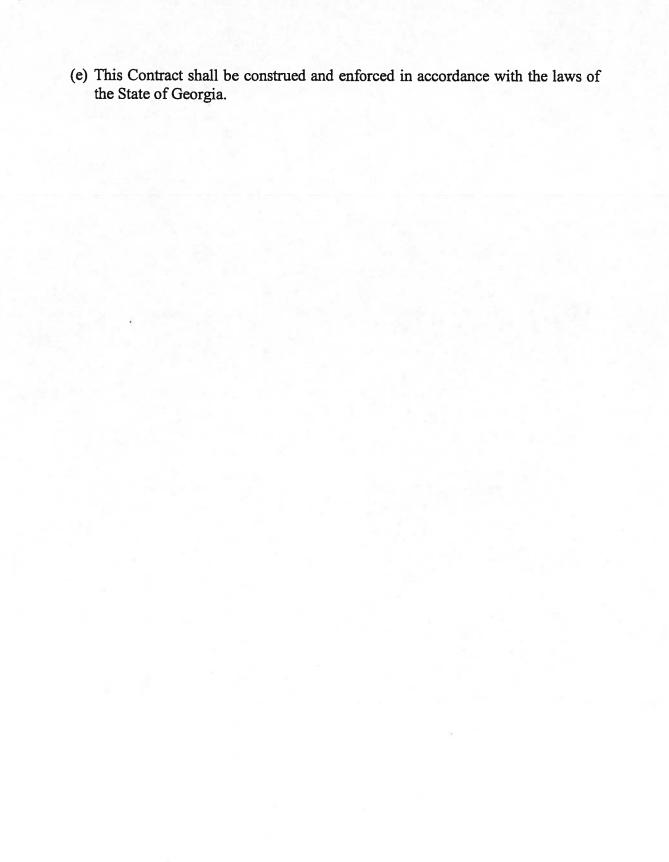
1.

Consistent with the process for revising service delivery strategies set out in the Local Government Services Delivery Strategy Act, O.C.G.A. § 36-70-1 et seq., Morgan County, Newton County, Walton County and the City of Social Circle agree to identify the Authority as the designated provider of water and wastewater service within the Property. The Authority is recognized as the owner of the water and wastewater system within the Property and has the exclusive right to contract for the operation of water and wastewater utilities within the Property. The Authority will fund the operation of the water and wastewater utilities with user fees.

2.

The Authority, the Counties, and the City agree as follows:

- (a) This Contract is entered into in order to satisfy Special Condition 1 of RAP Grant number 02rp-ATH-3-2070, awarding \$500,000 to the Authority.
- (b) This contract shall be effective upon execution by all signatories and shall be for a term of fifty (50) years.
- (c) Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.
- (d) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the parties, acting by and through their duly authorized officers, have caused this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

JASPER COUNTY, GEORGIA

Chairman, Board of Commissioners

of Jasper County

(SEAL)

Attest:

-Clerk, Board of Commissioners

of Jasper County

County Administrator

MORGAN COUNTY, GEORGIA

By:

Chairman, Board of Commissioners

of Morgan County

(SEAL)

Attest:

Clerk, Board of Commissioners

of Morgan County

NEWTON COUNTY, GEORGIA

By:

Chairman, Board of Commissioners

of Newton County

Attest:

Clerk, Board of Commissioners of Newton County

WALTON COUNTY, GEORGIA

Chairman, Board of Commissioners

of Walton County

(SEAL)

Attest:

Clerk, Board of Commissioners

\$40 mg 🖯

of Walton County

THE CITY OF SOCIAL CIRCLE, GEORGIA

By:

Mayor, City of Social Circle

(SEAL)

Attest:

Clerk, City of Social Circle

JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY

Bv:

Chairman

(SEAL)

Attest:

Secretary

MORGAN

RECEIVED

AUG 2 8 2002

RESOLUTION OF THE CITY OF Ruledge, GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of County, Georgia that the City of supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

SO RESOLVED this 30 day of _	July , 2002.	
	Rulledge, GEORGIA	
	Stoppe ()	

(SEAL)

Attest:

Clerk, City of Rufledge

RECEIVED

AUG 2 8 2002

RESOLUTION OF

MORGAN

THE CITY OF Madison GEORGIA

WHEREAS, on October 18, 2000, the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (hereinafter the "Authority") acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, on September 17, 2001, the Authority was awarded \$500,000 in Regional Assistance Program (RAP) grant funds for project funding for the extension of water and wastewater service to the Property;

WHEREAS, a Special Condition of the RAP grant requires that the Authority submit evidence the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and the project for which the RAP grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, Jasper, Morgan, Newton and Walton Counties, and the City of Social Circle will enter into the attached Intergovernmental Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property (see Intergovernmental Contract attached as Exhibit "B" incorporated herein by reference thereto); and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Madison, Morgan County, Georgia that the City of Madison supports the Intergovernmental Contract attached as Exhibit "B" designating the Authority as the agreed upon provider of water and wastewater service to the Property identified in Exhibit "A".

SO RESOLVED this	8th day of	July	, 2002.
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Madison		GEORGIA
TIGUISON	•	CECICOIL

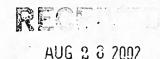
AHEST 1003

Melle O Thomas Clerk, City of Madison

By:

Mayor, City of Madison

-COUNTY BOUNDARY LINES



DRAFT 6/18/2002

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, made and entered into as of the day of _______, 2002, by and between JASPER COUNTY, GEORGIA, a political subdivision of the State of Georgia, MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia, NEWTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, and WALTON COUNTY, GEORGIA, a political subdivision of the State of Georgia, (collectively, "the Counties"), The CITY OF SOCIAL CIRCLE, GEORGIA, a political subdivision of the State of Georgia (the "City"), and the JOINT DEVELOPMENT AUTHORITY OF JASPER COUNTY, MORGAN COUNTY, NEWTON COUNTY AND WALTON COUNTY, a public body corporate and politic of the State of Georgia (the "Authority"),

WITNESSETH:

WHEREAS, the Authority was duly created and is validly existing pursuant to the provisions of the Development Authorities Law, codified in the Official Code of Georgia annotated Title 36, Chapter 62, as the same exists and as it may be hereafter amended (the "Act"); and

WHEREAS, under the Act, the Authority has, among others, the power to acquire and develop land as a site for a research park (a "Research Park Project"); and

WHEREAS, on October 18, 2000, the Authority acquired an approximately 1531-acre site (the "Property") located in Morgan, Newton and Walton Counties to develop a research park (see map attached as Exhibit "A" incorporated herein by reference thereto); and

WHEREAS, as part of the development process of the Research Park Project, the Authority desires to extend water and wastewater service to the Property; and

WHEREAS, by resolution dated June 26, 2001, the Authority authorized the filing of an application with the Department of Community Affairs (the "DCA") for a Regional Assistance Program (RAP) grant (the "Grant") of \$500,000 in grant funds for project funding for the extension of water and wastewater service to the property;

WHEREAS, the Authority was awarded said Grant on September 17, 2001 and the Grant was accepted by the Authority on October 23, 2001;

WHEREAS, a Special Condition of the Grant requires that prior to drawdown and disbursement of grant funds, the applicant will submit, for DCA approval, evidence that the respective Service Delivery Strategies for Jasper, Morgan, Newton, and Walton Counties have been amended to identify the Authority as an agreed upon provider of water and wastewater service and that the project for which the Grant will be used is within the Authority's service area;

WHEREAS, under current Service Delivery Strategies adopted in accordance with the Local Government Services Delivery Strategy Act, H.B. 489, codified at O.C.G.A. § 36-70-1 et seq., the Morgan County portion of the Property is assigned to the Morgan County Board of Commissioners, the Newton County portion of the Property is unassigned territory, and the Walton County portion of the Property is assigned to the City of Social Circle;

WHEREAS, the Authority, the Counties, and the City propose to enter into this Contract to designate the Authority as the agreed upon provider of water and wastewater service to the Property; and

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

1.

Consistent with the process for revising service delivery strategies set out in the Local Government Services Delivery Strategy Act, O.C.G.A. § 36-70-1 et seq., Morgan County, Newton County, Walton County and the City of Social Circle agree to identify the Authority as the designated provider of water and wastewater service within the Property. The Authority is recognized as the owner of the water and wastewater system within the Property and has the exclusive right to contract for the operation of water and wastewater utilities within the Property. The Authority will fund the operation of the water and wastewater utilities with user fees.

2.

The Authority, the Counties, and the City agree as follows:

- (a) This Contract is entered into in order to satisfy Special Condition 1 of RAP Grant number 02rp-ATH-3-2070, awarding \$500,000 to the Authority.
- (b) This contract shall be effective upon execution by all signatories and shall be for a term of fifty (50) years.
- (c) Should any clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.
- (d) This Contract may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

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

STATE OF GEORGIA, COUNTY OF MORGAN:

UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT

This is an agreement between CITY OF MADISON, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is Bruce E. Gilbert, and whose current Council Members are Barry N. Lurey, Fred Perriman, Clyde Sims, Roy Womack and Lyn Hunt, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Madison Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide, water and sewerage service to all persons and entities under this contract as shown on **Exhibit** "A" attached hereto and made a part hereof.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide water and sewerage service to customers or areas outside of the Madison Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Madison Service Area.

4.

Except as otherwise required by law or this agreement, City shall have no responsibility or obligation to provide water and sewerage service to customers or areas inside the Madison Service Area, and the County shall have no responsibility or obligation to provide water and sewerage service to customers or areas outside the Madison Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except the City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers.

If either party provides service to one or more meters within its own service area, the party so providing service through the initial connection may extend over the boundary if the service lines are wholly within the right-of-way of a party hereto, and there is a separate meter for each customer on that customer's land.

8.

It is the purpose of this agreement that water and sewerage service be provided to all customers in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes while respecting the territorial responsibility for services, as set forth herein and in the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

9.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide water and sewerage service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

10.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that

deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

11.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

12.

The parties shall execute such other and further documents reasonably necessary to fulfill the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

		CITY OF MADISON, GEORGIA	(SEAL)
	Ву:	Bruce E. Gilbert, Mayor	
		Bruco E. Ghoert, Mayor	
		Fred Cum	
		Fred Perriman, Council Member	
		Daugh Lucy	
,a.		Barry N. Lurey, Council Member	
		Clims.	
		Clyde Sims, Council Member	
		Key Owomack	
		Roy C Womack, Council Member	
		dynu Hund	
		Lyn Hunt, Council Member	
	Attest		Ma Pd
		W. David Nunn, City Clerk	1
		[AFFIX CITY SEAL]	State - Jan Sun
Signed, sealed and delivered the date first above written		121	
in the presence of:		1.3	53, -31,5,11

10110

Unofficial witness

Light Gallery Public, Morgan County, Georgia
My commission expires My Commission Expires April 30, 2000

Date Notarized 10/28/99

MORGAN COUNTY BOARD OF COMMISSIONERS
(SEAL)

By:

Mack B. Bohlen, Sr., Chairman

W. Michael Nabors, Vice Chairman

Walter Gurtis Butler, Jr., Commissioner

Walter Gurtis Butler, Jr., Commissioner

J. DeWitt Knight, Commissioner

Attest:

Doris J. Harris, County Clerk
[AFFIX COUNTY SEAL]

Signed, sealed and delivered the date first above written

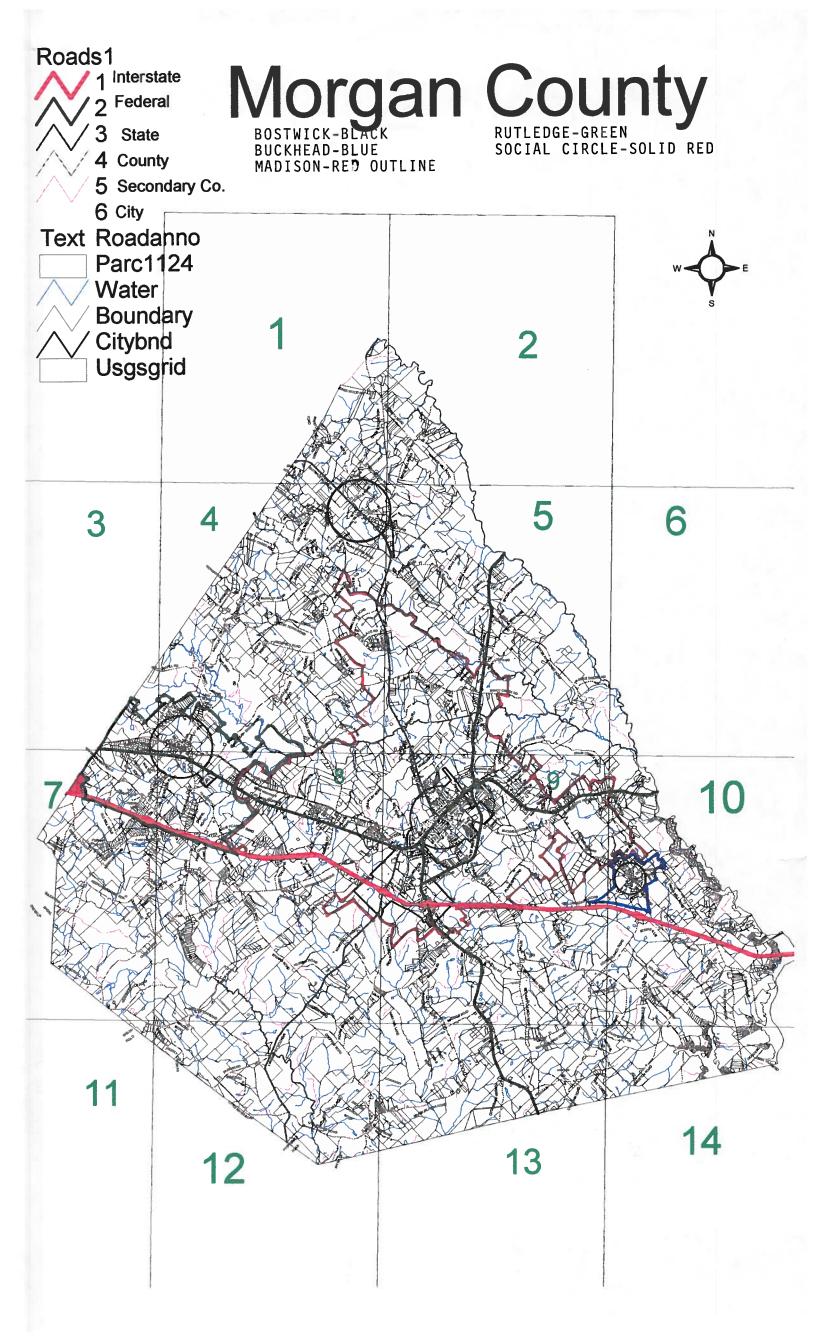
in the presence of:

Unofficial witness

Notary Public, Morgan Co., GA

My commission expires: 10/3/2003

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<u>UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT</u> GEORGIA,

MORGAN COUNTY:

This is an agreement between CITY OF RUTLEDGE, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is William C. Spann, III, and whose current Council Members are William H. Dickie, Jr., Lois J. Burns, Michelle Strott and Michael McQuaide, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Rutledge Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide water and sewerage service to all persons and entities under this contract as shown on **Exhibit "A"** attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide water and sewerage service to customers or areas outside of the Rutledge Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Rutledge Service Area.

4

Except as otherwise required by law or this agreement, City shall have no responsibility or obligation to provide water and sewerage service to customers or

areas inside the Rutledge Service Area, and the County shall have no responsibility or obligation to provide water and sewerage service to customers or areas outside the Rutledge Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers. The above provisions shall not apply to any agreements and/or contracts entered into between the City and any State and/or federal agency. Adjustments of arbitrary rates to new justified rates will be completed within two (2) years and no county rate may exceed current County rates unless City rates meet or exceed current County rates. Rate structures for county residents may be reviewed every three years.

7.

This agreement shall be for a period of ten (10) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, or have customer meters or lots to be serviced by an extension of said connecting line, the party so providing service through the initial connection to its trunkline may continue to provide connecting service to the respective lots, if said lines are wholly within the right-of-way maintained by a party hereto, all such lines meet the City's transmission line

standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

9

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide, water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide, water and sewerage service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party

hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise after the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or because of the operation of the respective systems or the provision of any, water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this agreement is completely executed.

15

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

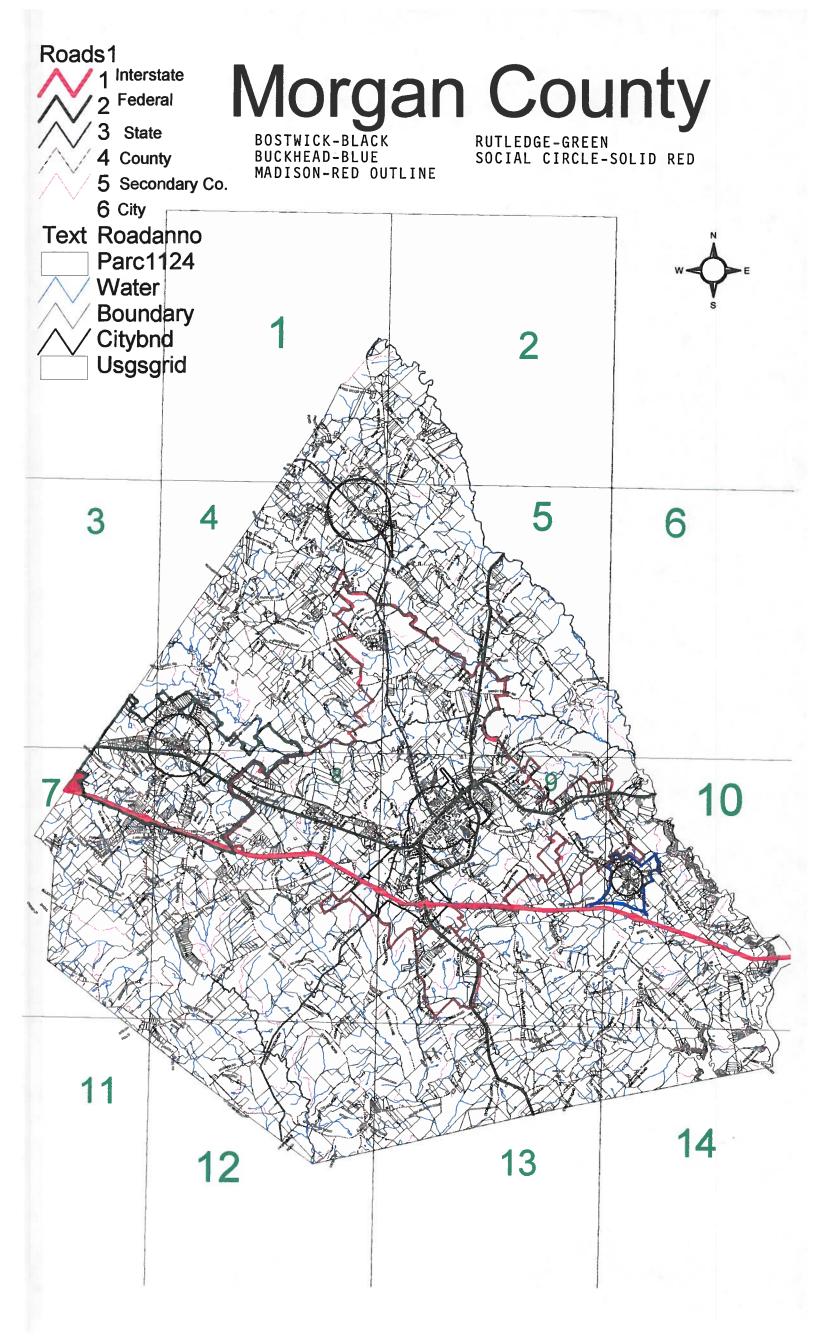
CITY OF RUTLEDGE, GEORGIA (SEAL)

By:	William C. Spann, III, Mayor
	William H. Dickie, Jr., Council Member
	Lois J. Burns, Council Member
	Michelle Strott, Council Member
	Michael McQuaide, Council Member
Attes	t:
	Jo Ann Hyde, City Clerk [AFFIX CITY SEAL]
MOR	GAN COUNTY BOARD OF COMMISSIONERS
Ву:	Mack B. Bohlen, Sr., Chairman
	MM sonal
	W. Michael Nabors, Vice Chairman
	. 1
	Walter Gustis Butlein
	Walter Curtis Butler, Jr., Commissioner
	11/2/5
	J. With Anghi
	DeWitt Knight, Commissioner
1	The La Ben
_	Thomas H. Bell, Commissioner
Attest	+ de la Xhii
	Doris J. Harris, County Clerk
	IAFFIX COUNTY SEALL

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	Dino O Dono
Ву:	William C. Spann, III, Mayor
	William H. Dickie, Jr., Courcil Member
	Lois J. Burns, Council Member
(Michall Strett
	Michelle Strott, Council Member Muhal M. M. Dunde
Attes	Michael McQuaide, Council Member
	o Ann Hyde, City Clerk [AFFIX CITY SEAL]
MOR	GAN COUNTY BOARD OF COMMISSIONERS (SEAL)
Зу:	Mack B. Bohlen, Sr., Chairman
	W. Michael Nabors, Vice Chairman
	Walter Curtis Butler, Jr., Commissioner
	J. DeWitt Knight, Commissioner
	Thomas H. Bell, Commissioner
\ttes	t: Doris J. Harris, County Clerk
	INFELY COUNTY SEALT

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UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT

DNLY

GEORGIA,

MORGAN COUNTY:

This is an agreement between CITY OF BUCKHEAD, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is Steve Bryant, and whose current Council Members are Charles Bell, Nelson Stewart, Gail Wade and Tim Saye, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective the and day of November, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Buckhead Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide water and sewerage service to all persons and entities under this contract as shown on **Exhibit "A"** attached hereto and made a part hereof.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide water and sewerage service to customers or areas outside of the Buckhead Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Buckhead Service Area.

4.

Except as otherwise required by law or this agreement, City shall have no responsibility or obligation to provide water and sewerage service to customers or areas inside the Buckhead Service Area, and the County shall have no responsibility or obligation to provide water and sewerage service to customers or areas outside the Buckhead Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that, City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its

incorporated area customers. The above provisions shall not apply to any agreements and/or contracts entered into between the City and any State and/or federal agency or to rate studies by a mutually agreed upon qualified engineer. Adjustments of arbitrary rates to new justified rates will be completed within two (2) years and no county rate may exceed current County rate in less City rates meet or exceed current County rates.

7.

This agreement shall be for a period of twenty-five (25) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, but which lands have customer meters or lots to be serviced by an extension of said connecting line, which lands lie wholly or partially outside the service area, that is, in an area ordinarily serviced by the other party, the party so providing service through the initial connection to its trunkline may continue to provide connecting service to the respective lots, even though this service extends into the service area or contiguous buffer zone (as the case may be) of the other party if said lines are wholly within the right-of-way maintained by a party hereto, all such lines meet the City's transmission line standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide water and sewerage

service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14.

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or

because of the operation of the respective systems or the provision of any water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this agreement is completely executed.

15.

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

CITY OF BUCKHEAD, GEORGIA (SEAL)

Steve Bryant, Mayor

Challs bell
Charles Bell, Council Member

Nelson Stewart, Council Member

Nelson Stewart, Council Member

Sail Wade, Council Member

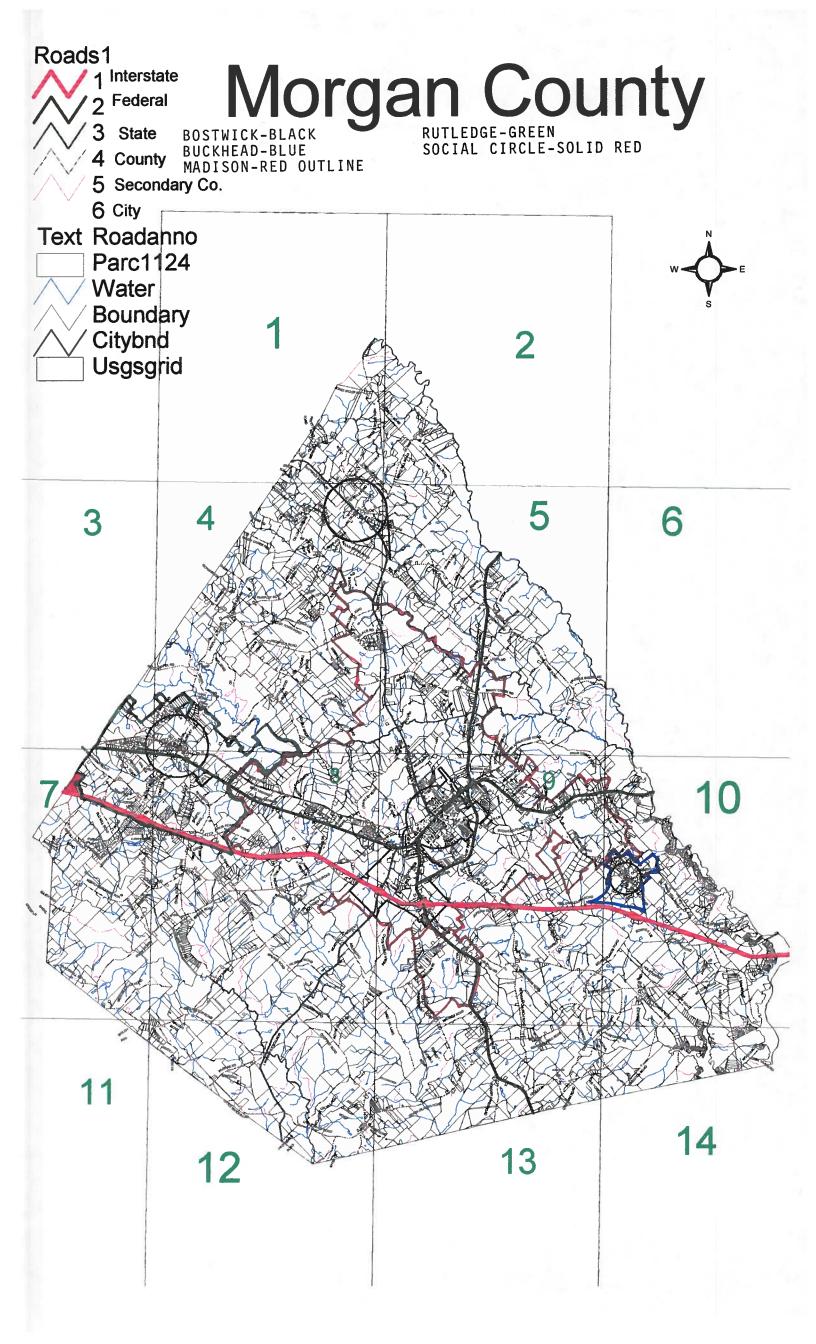
Jim Saye, Council Member

Attest:

Att

MORGA	N COUNTY BOARD OF COMMISSIONERS (SEAL)
	By: Mack B. Bohlen, Sr., Chairman
	WM MINA
	W. Michael Nabors, Vice Chairman Walter Ourtes Butter
	Walter Curtis Butler, Jr. Commissioner
	J. DeWitt Knight, Commissioner
	Thomas H. Bell, Commissioner
	Attest: A Doris J. Har(is, County Clerk

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UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT
G E O R G I A,

MORGAN COUNTY:

This is an agreement between CITY OF SOCIAL CIRCLE, a municipal corporation of Walton County, Georgia ("City"), whose current Mayor is James V. Burgess, and whose current Council Members are Arthur Barrett, Grady Lemonds, Angela M. Porter and Charles B. Peppers, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Social Circle Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide gas, water and sewerage service to all persons and entities under this contract as shown on Exhibit "A" attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide gas, water and sewerage service to customers or areas outside of the Social Circle Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Social Circle Service Area.

4.

Except as otherwise required by law or this agreement, City

shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas inside the Social Circle Service Area, and the County shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas outside the Social Circle Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate gas, water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that city shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers. The above provision shall not apply to any agreements and/or contracts entered into between the City and any state and/or federal agency for provision of such services as are designated herein.

7.

This agreement shall be for a period of twenty-five (25) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, but which lands have customer meters or lots to be serviced by an extension of said connecting line, which lands lie wholly or partially outside the service area, that is, in an area ordinarily serviced by the other party, the party so providing service through the initial connection to its trunkline may continue to provide connecting

service to the respective lots, even though this service extends into the service area or contiguous buffer zone (as the case may be) of the other party if said lines are wholly within the right-of-way maintained by a party hereto, all such lines meet the City's transmission line standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

9.

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that gas, water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide gas, water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees

that it will not interfere with the exclusive right of the other party to provide gas, water and sewerage service within the service area of the other, nor will it enter into competition in this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the city to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14.

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or because of the operation of the respective systems or the provision of any gas, water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this

agreement is completely executed.

15.

The parties shall execute such other and further documents as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

	CITY OF SOCIAL CIRCLE, GEORGIA (SEAL)
ву:	Som Bond
	James y. Burgess Mayor
	Githur Barrett
	Arthur Barrett, Council Member
	Mady Rosmonde
	Grady Lemonds, Council Member
	Ingela M. Postos
	Angela M. Porter Council Member
	_ Chough trespon
	Charles B. Peppers, Council Member
Attest:	anne d. Hemen
	Anne S. Peppers, City Clerk [AFFIX CITY SEAL]
	1

By:

Morgan county Board of commissioners

W. Michael Nabors, Vice Chairman

Walter Curtis Butler, Jr.,

Commissioner

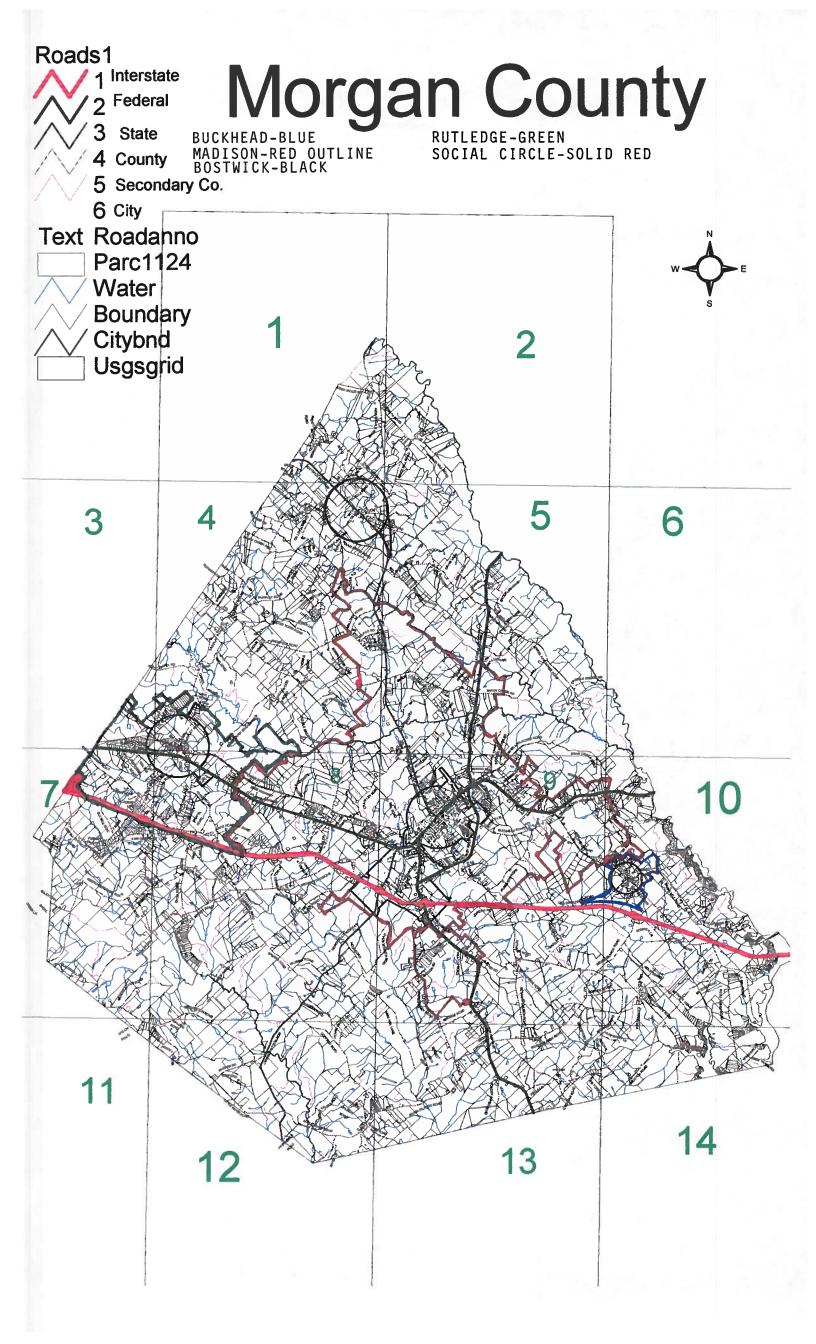
J. DeWitt Knight Commissioner

Thomas H. Bell, Commissioner

Attest:

Doris J. Harris, County Clerk

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UTILITIES SERVICES DELIVERY INTERGOVERNMENTAL CONTRACT
G E O R G I A,
MORGAN COUNTY:

This is an agreement between CITY OF BOSTWICK, a municipal corporation of Morgan County, Georgia ("City"), whose current Mayor is W. David Nunn, and whose current Council Members are Troy Dobbs, Joe Kidd, Marvin Ruark and June Whittaker, and MORGAN COUNTY, GEORGIA, a political subdivision of the State of Georgia ("County"), acting by and through its Board of Commissioners, presently consisting of Mack B. Bohlen, Chairman, W. Michael Nabors, Vice Chairman, Walter Curtis Butler, Jr., J. DeWitt Knight and Thomas H. Bell.

Effective this the 1st day of July, 1999, the City and the County have agreed:

1.

The consideration for this agreement shall be the promises mutually exchanged, the obligations mutually assumed, the limitations upon the exercise of powers and other forbearances agreed to, and the benefits to be received by the parties hereto and the citizens each represents, and the provisions of this agreement.

2.

The "Bostwick Service Area" shall refer to the defined area as set forth herein, and the City shall have the exclusive right to provide gas, water and sewerage service to all persons and entities under this contract as shown on Exhibit "A" attached hereto and made a part hereof.

3.

Except as otherwise stated in this agreement, City shall have no responsibility, obligation or right to provide gas, water and sewerage service to customers or areas outside of the Bostwick Service Area, and the County shall have no responsibility, obligation or right to provide such service to any customers or areas inside the Bostwick Service Area.

4.

Except as otherwise required by law or this agreement, City

shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas inside the Bostwick Service Area, and the County shall have no responsibility or obligation to provide gas, water and sewerage service to customers or areas outside the Bostwick Service Area.

5.

Both parties acknowledge that service areas may be negotiated in the future to the satisfaction of City and the County.

6.

Subject to the provisions of any then pertaining applicable law, the City and County shall each have the exclusive right to establish within its particular service area appropriate gas, water and sewerage rates to be charged from time to time, any system impact fees, any meter installation rates, and all other applicable costs or rates to be charged to customers except that City shall not charge its customers within the unincorporated areas of Morgan County rates or fees higher than City charges its incorporated area customers.

7.

This agreement shall be for a period of twenty-five (25) years from the date of signing and adoption.

8.

If and to the extent that either City or the County provides service from a trunkline to a property connecting line, which in turn provides customer service to one or more meters which are located within its respective service area, but which lands have customer meters or lots to be serviced by an extension of said connecting line, which lands lie wholly or partially outside the service area, that is, in an area ordinarily serviced by the other party, the party so providing service through the initial connection to its trunkline may continue to provide connecting service to the respective lots, even though this service extends into the service area or contiguous buffer zone (as the case may be) of the other party if said lines are wholly within the right-

of-way maintained by a party hereto, all such lines meet the City's transmission line standards, and all meters are located wholly within each property owner's lands, i.e. a separate water meter for each customer.

9.

If and to the extent that any dispute arises hereunder regarding the appropriate party to provide service in circumstances specified in paragraph 8 hereinbefore, or if and to the extent that a developer of a subdivision may plan future developments which could be logically interconnected with the existing subdivision system, but which developments lie wholly within the service area of the other party, the parties will freely and fairly discuss and negotiate in a non-binding attempt to resolve any and all disputes regarding the provision of such service.

10.

It is the purpose and intent of paragraphs 8 and 9 of this agreement that gas, water and sewerage service be provided to any customer desiring the same in the most expeditious, efficient, and cost-saving manner to the public, without factional or territorial disputes between City and the County, but at the same time respecting the responsibility territorially for the provision of services, to the extent set forth herein and the Future Land Use Plan of each party. Each party shall receive the written approval of the other party before using the other party's rights-of-way. Such approval may not be unreasonably withheld.

11.

Each of the parties hereto expressly acknowledges and recognizes the exclusive right of the other party to provide gas, water and sewerage service within the respective service areas defined by this agreement. Each party hereto expressly agrees that it will not interfere with the exclusive right of the other party to provide gas, water and sewerage service within the service area of the other, nor will it enter into competition in

this regard with the other party within its exclusive service area.

12.

Without in any way limiting or curtailing the right of the City to deannex property within its authorized territorial limits, or to annex additional territory outside its lawful or authorized territorial limits as of the date of this agreement, each party hereto expressly agrees that deannexation, annexation or incorporation of any portion of the service area of the other party shall not infringe upon, restrict, or otherwise alter the exclusive service territories of the respective parties as set forth and defined by the terms of this agreement.

13.

This agreement contains the entire agreement of the parties and all understandings, representations, and agreements between them. Each party warrants to each other that no agent, officer, employee, attorney, or other representative of either has made any representation or statement, nor are there any other agreements or understandings between the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein.

14.

The City and the County respectively warrant and represent to the other that hereafter each will hold the other harmless and indemnify it from any and all claims, damages, injuries, causes of action, suits, disputes, or other matters by any third-party or other entity not a party to this agreement, arising now or in the future, out of or because of the operation of the respective systems or the provision of any gas, water or sewerage service in connection therewith, regardless of whether the claim, damage, injury, cause of action, dispute, or other matter arose or arises, or is seen to arise, before or after the date this agreement is completely executed.

15.

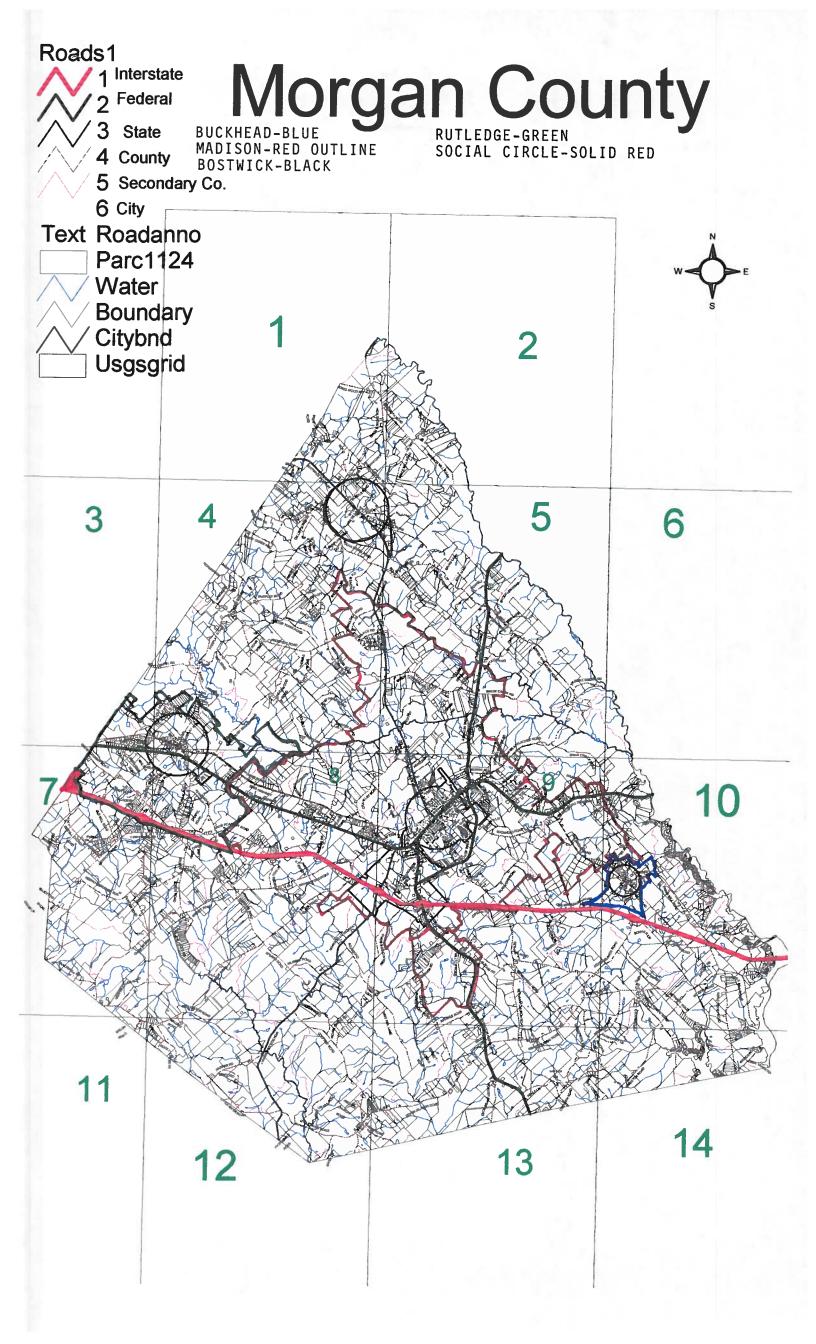
The parties shall execute such other and further documents

as may be deemed necessary by either party to fulfil the intent of the parties to this agreement.

IN WITNESS WHEREOF, the City and County, having been duly authorized by appropriate resolution of their respective governing bodies in writing and on file in the official minutes of each body, do hereunto set their seals by and through their respective corporate officers effective on the day and year first above written.

CITY OF BOSTWICK, GEORGIA (SEAL)
By: (1). (1)
W. David Nunn, Mayor
Troy Dolls.
Troy Dobbs, Council Member
Joe Kidd, Council Member
J. Maria Ruard
Marvin Ruark, Council Member
- NOT PRESENT-
June Whittaker, Council Member
Attest: Deltre Border
Debbie Bridges City Clerk
[AFFIX CITY SEAL]
*
MORGAN COUNTY BOARD OF COMMISSIONERS
(SEE SEE)
By: Male & Bohle &
Mack B. Bohlen, Sr., Chairman
Willand Kalan
W. Michael Nabors, Vice Chairman
Walter Custon Buth on
Walter Curtis Butler, Jr.,
Commissioner
Ve Duta Novall
DeWitt Knight, Commissioner
V Gliner R
Thomas H. Bell, Commissioner
Attest: A
Doris J. Harris, County Clerk

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STATE OF GEORGIA, COUNTY OF MORGAN.

AGREEMENT

THIS AGREEMENT is made this 2 day of Servery, 1996 between the MORGAN COUNTY BOARD OF COMMISSIONERS (County), whose current Chairman is Henry G. Carson, and whose current members are S. J. Saffold, Jr., Vice-Chairman, Walter Curtis Butler, Jr., Mack Bohlen and DeWitt Knight, and the CITY OF MADISON, an incorporated municipality, by and through its Mayor and Council, whose current Mayor is Bruce E. Gilbert, and whose current council members are Barry Lurey, R. D. Crawford, Fred Perriman, Roy C. Womack and Clyde Sims, (City).

WHEREAS, under the Georgia Constitution, particularly Article IX, Section III, thereof, and under the laws of the State of Georgia, the County, through the Authority, is authorized to expend SPLOST money under O.C.G.A. §48-8-111(a)(1)(D) to install water lines in Morgan County, Georgia to serve the citizens of said County; and

WHEREAS, under the Constitution and laws of the State of Georgia, the City is authorized to accept ownership of, operate and maintain said water line system; and

WHEREAS, the parties are authorized under law to execute this contract, as such contract will benefit the citizens of Morgan County and Madison; and

NOW, THEREFORE, in consideration of these premises, the parties hereby agree as follows:

1. PROJECT. The County shall construct a water line project (Project), the location of which is marked on the map attached hereto as Exhibit "A". The purpose of the Project is to install new water lines and fire hydrants in Morgan County for the use of the citizens thereof. Upon completion of the Project an exhibit will be prepared showing where all new water lines

have been installed. This exhibit shall be made a part of this agreement by amendment executed by both parties. This agreement, and any amendments thereto, may only be subsequently modified by agreement by both parties in writing. The Project shall be timely commenced, but only after a favorable vote by the qualified voters of Morgan County on the imposition of a Special Local Option Sales Tax, as described in the notice within the Resolution attached hereto as Exhibit "B". In the event of an unfavorable vote, this agreement may be cancelled by either—party.

- 2. <u>ALLOCATION OF FUNDS</u>: The tax proceeds shall be allocated solely to the County for the parties' joint benefit in construction of the Project.
- 3. <u>INITIAL COST</u>: County shall expend capital, labor, material, and equipment in the construction of the Project in an amount no more than collections under the Special Local Option Sales Tax, which collections shall not exceed \$1,500,000.00. It is a reasonable expectation of the parties—that—upon—the—expenditure of \$1,500,000.00 by County, the Project will result in the construction of 25 to 35 miles of new water lines in—Morgan County. However, County cannot guarantee that 25 to 35 miles of new water lines will be constructed. At the time County reaches its maximum expenditure level under the SPLOST, or on November 5, 2001, whichever shall first occur, the County's obligations hereunder shall cease.
- 4. ACCEPTANCE OF WATER LINES BY THE CITY: Upon certification by the hereinafter described engineer that the subject water lines have been properly installed, the City shall accept ownership of said lines. The City shall then be responsible for all reasonably necessary operation, maintenance

and billing associated with its ownership of the water lines. County shall have no further involvement in the water line project at the time the City accepts said water lines.

- 5. <u>RECORDS</u>: County shall keep complete records of expenses related to the construction of the new water lines. County shall prepare a quarterly written report to be submitted to the City within 30 days following the reported quarter.
- 6. PIPES, FITTINGS AND FIRE HYDRANTS: County shall supply all pipes, fittings, fire hydrants and other materials required for the Project, contingent upon receipt of necessary funds under the Special Local Option Sales Tax. Such other materials may include concrete, grass seed, rock, dirt and ductile lining.

- 7. <u>EOUIPMENT AND TOOLS</u>: County shall supply all equipment and tools for the Project. These may wear out during the Project, and County shall be entitled to purchase replacement tools and equipment using SPLOST funds.
- 8. LABOR OF COUNTY: County shall provide all labor necessary for the completion of the Project. The labor shall be performed under the supervision and control of an engineer agreed upon by the parties in writing, as set forth hereinafter. Labor shall include laying pipe, road boring, dirt hauling, repairing erosion damage and surveying.
- 9. ENGINEER: County shall retain an engineering firm approved, in writing, by City to oversee and manage the Project. The engineer shall be an independent contractor of the County. The Engineer shall have complete control of all aspects of the Project, including the power to give orders and directions to all persons involved in the Project. Engineer shall be paid by the

County, using the SPLOST funds received under the abovereferenced Resolution.

- 10. <u>INSPECTIONS</u>: The Engineer will inspect the Project. The Engineer shall have complete discretion as to the time and extent of inspections as long as Engineer makes inspections frequently enough to protect County and City against defects or mistakes in construction. City may make any additional inspections it deems_necessary. The City may increase its inspections to diminish the need for inspections by the Engineer in the interest of limiting the expense of Engineering fees.
- 11. <u>INDIVIDUAL CONNECTIONS</u>: This agreement does not contemplate the County's responsibility to provide individual connections to subdivisions, residences, businesses and/or any property owner. The County's responsibility is limited to installing water pipes and fire hydrants along the road right-of-way.
- 12. COUNTY AND CITY RULES AND POLICIES: Nothing in this agreement shall affect any rules or policies of the County or City regulating water line connections and/or fees charged to entities who request connection. City-will charge its usual rates for residents of unincorporated Morgan County.
- 13. FIRE HYDRANTS: County shall install fire hydrants at locations agreed upon by City and County, and approved by the Engineer. This installation obligation, as with all other obligations of County under this agreement, shall be contingent upon receipt of sufficient funds under the Special Local Option Sales Tax. The installation of fire hydrants as described above shall provide sufficient fire hydrant density for the fire protection needs in the area served by the new water lines.

- 14. <u>EASEMENTS</u>: In obtaining necessary easements from land owners, both parties shall jointly negotiate the procurement of easements. Any payment required to obtain such easement will be paid using the SPLOST funds discussed above.
- 15. EMINENT DOMAIN: County may exercise the power of Eminent Domain, if necessary, to acquire property for the Project. County shall negotiate right-of-way disputes with uncooperative land owners. Any payments made, by Court order or otherwise, shall be paid using the SPLOST funds designated for the Project.
- 16. LIABILITY. Should any action, occurrence, incident or event result in the threat of liability or actual liability imposed upon parties hereto, the parties hereto shall make all reasonable efforts to cooperate in conducting a joint defense.
 - 17. <u>FUTURE PROJECTS</u>. The parties hereto shall negotiate in good faith to enter into any contemplated projects in the future that will benefit the citizens of Morgan County and the City of Madison.
- 18. INTERRUPTION OF SERVICE. The City shall maintain the lines in a reasonable manner consistent with the normal operating standards and good engineering practices of similar operations of this type and nature. The City shall make every reasonable effort to prevent interruptions of service and shall take every reasonable step to restore service if an interruption does occur. It is understood that occasional failures to equipment, pressure losses, leaks, power failures and other situations may render it impractical or impossible for service to be continued or for reasonable water flow to be maintained until the cause of the interruption can be remedied or repaired.

- In case by reason of force majeure, any FORCE MAJEURE. party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States or the State of Georgia or any civil or military County, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machines on pipe lines, or any other causes outside the party's control which prevent performance under this. agreement.
- 20. <u>SUCCESSORS IN OFFICE</u>. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors in office, and shall continue for 50 years from the date of execution hereof.
- 21. EXHIBITS. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in

full at length every time it is referred to or otherwise mentioned.

- 22. <u>INSURANCE</u>: The parties agree to maintain insurance coverage in accordance with the laws of the state of Georgia.
- 23. NOTICES. All notice, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or 'delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notice, requests, demands or other communications required or permitted to be given hereunder by such party.

TO COUNTY:

Charles E. Rosebrough County Manager

P. O. Box 169
Madison, Georgia 30650

TO CITY:

Charles Young, City Manager

City of Madison P. O. Box 32

Madison, Georgia 30650

24. Time is and shall be of the essence in this Agreement.

- 25. GEORGIA LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.
- DISPUTES AND CONTROVERSIES. The parties hereto acknowledge that they are entering into a long-term Agreement with many possible difficulties that will be encountered in the future which cannot now be foreseen or provided for adequately in this Agreement, and that this Agreement will possibly require modification or supplementation in the future as circumstances may require, and that there may arise situations in which the termination of this Agreement would not be practical or equitable, and when no other practical or equitable remedy would be available to the parties hereto except that of equitable reformation of this Agreement. Therefore, the parties hereto agree that should the need for litigation arise, a Judge of the Ocmulgee Judicial Circuit or a Judge of a Superior Court of the state of Georgia to whom the case is assigned if no judge from the Ocmulgee Judicial Circuit will hear such dispute, shall decide any controversy or dispute of any kind or nature whatsoever concerning any provisions of this Agreement, and shall further decide any matter not otherwise provided for in this Agreement concerning the relationship of the parties hereto under the terms of this Agreement. The parties expressly waive their right to a jury trial on any and all issues which may arise in

such controversy or dispute.

- 27. <u>SEVERABILITY</u>. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby.
- 28. ENTIRE AGREEMENT. This Agreement embodies and sets forth all the provisions, agreements and understandings among the parties relative to the construction and maintenance of the project and all related activities.
- 29. MODIFICATION. No subsequent alteration, amendment, modification, change or addition to this Agreement or exhibits thereto shall be binding upon the parties hereto unless the same is reduced to writing and signed by all the parties to this Agreement.
- 30. WAIVER. No delay or omission of any party to exercise any right or power accruing upon any default shall impair any such right and power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In the event any covenant contained in this Agreement shall be breached by any party and thereafter waived by the other parties, such waiver

shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

31. Authority. By execution of this Agreement, each of the parties hereto warrants, represents and covenants that the same has been properly and legally approved and the persons executing this Agreement have the Authority to do so.

IN WITNESS WHEREOF, the parties hereto, have hereunto, executed this Agreement in duplicate original effective as of the day and year first above written.

MORGAN COUNTY BOARD OF COMMISSIONERS (SEAL) Walter Curtis Commissioner Attest Clerk

Signed, sealed and delivered the date first above written

in the presence of:

Notary Public, Morgan Co., (My Commission Expires: 10-24)

Notary Public, Morgan County, Georgia
My Commission Expires Oct. 24, 1997

Date Notarized 9-3-96

By:

Bruce E. Gilbert, Mayor

Barry N. Kutey, Council Member

R. D. Crawford, Council Member

Fred Perriman, Council Member

Roy C. Womack, Council Member

Clyde Sims, Council Member

Attest:

W. David Nunn, City Clerk

Signed, sealed and delivered the date first above written in the presence of:

Unofficial witness

Notary Public, Morgan Goary, Public Morgan County. Georgia
My commission expires: My Commission Expires April 30, 2000

1:\Data\Madison\Water.L12

Date Notarized: 09/64/96.

PAGE 2

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: MORGAN C	COUNTY	Service: ZONING ADMINISTRATION		
1. Check the box that best describes the agreed upon delivery arrangement for this service: Service will be provided county-wide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organized providing the service.) Morgan County				
Service will be provide box is checked, identif	ed only in the unincorporated fy the government, authority of	portion of the county by a single service provider. (If this or organization providing the service.)		
One or more cities will be provided in unincor organization providing	porated areas. (If this box is o	hin their incorporated boundaries, and the service will not checked, identify the government(s), authority or		
One or more cities will provide the service in user organization providing	unincorporated areas. (If this b	hin their incorporated boundaries, and the county will box is checked, identify the government(s), authority or		
Other. (If this box is chidentify the government	necked, attach a legible map nt, authority, or other organiza	delineating the service area of each service provide, and ation that will provide service within each service area.)		
☐ Yes N	lo	cessary competition and/or duplication of this service identified? anation for continuing the arrangement (i.e., overlapping but higher		
levels of service (See O.C.G.A. competition cannot be eliminated	36-70-24(1)), overriding benefits of	f the duplication, or reasons that overlapping service areas or		
If these conditions will be elimin to eliminate them, the responsible	nated under the strategy, attach an i le party and the agreed upon deadlir	implementation schedule listing each step or action that will be taken ne for completing it.		
3. List each government or auth funds, user fees, general funds, s	ority that will help to pay for this se pecial service district revenues, hot	ervice and indicate how the service will be funded (e.g., enterprise el/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.)		
Local Government or Authority:	Funding Method:			
Morgan County	General Fund, User Permit Fee	es		
No Change		iding and/or funding this service within the county?		
Agreement Name:		l contracts that will be used to implement the strategy for this service:		
Service Delivery Agreement	Contracting Partie			
Morgan County	Morgan County - A			
Bostwick	Zoning Ordinance	October 7, 1997		
Buckhead	Zoning Ordinance	February 16, 1987		
	Zoning Ordinance	January 10, 1989		
Madison	Zoning Ordinance	August 10, 1998		
Rutledge	Zoning Ordinance	October 7, 1997		
Jeneral Assembly, rate or fee cha Morgan County Zoning Ordina	anges, etc.), and when will they take ance, October 7, 1997. Bostwick 2 Madison Zoning Ordinance, Augu	rategy for this service (e.g., ordinances, resolutions, local acts of the e effect? Zoning Ordinance, February 16, 1987. Buckhead Zoning ust 10, 1998. Rutledge Zoning Ordinance, October 7, 1997.		
Phone number: (706) 342-0725		d: October 1, 1999		
consistent with the service deliver	ry strategy? 🛛 Yes 🔲 N			
t not provide designated contact	person(s) and phone number(s) below	ow:		

SERVICE DELIVERY AGREEMENT

Morgan County and cities of Bostwick, Buckhead, Madison, and Rutledge.

Morgan County provides the processing of Rezoning, Special Use and Variance Applications/Requests to the

ZONING ADMINISTRATION

Service:

Parties:

Agreement:

unincorporated area of the county and to the cities of Bostwick, Buckhead, Madison, and Rutledge. All cities decide cases involving rezoning, special use and variance public hearings. City of Madison provides it's own Zoning Administration and prepares information for Planning and Zoning Commission hearing. We the undersigned agree that the foregoing Service Delivery Agreement promotes the most efficient, effective and responsive manner for the delivery of the services described above and we see no apparent duplication of services nor issues for consolidation, this 2 day of Novembor, 1999. Title: CHAIRMAN, BUR CITY OF BOSTWICK CITY OF BUCKHEAD

PAGE 2

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:	MORGAN COUN	TY	Service:	ZONING ENFORCEMENT
Service v provider Morgan	will be provided co . (If this box is che County	cked, identify the gove	ng all citie rnment, au	es and unincorporated areas) by a single service uthority or organized providing the service.)
Service v	will be provided on necked, identify the	ly in the unincorporate government, authority	d portion of or organiz	of the county by a single service provider. (If this ization providing the service.)
be provid	nore cities will provided in unincorporate tion providing the s	ted areas. (If this box is	rithin their checked,	r incorporated boundaries, and the service will no identify the government(s), authority or
provide t	nore cities will proving the service in uninction providing the s	orporated areas. (If this	ithin their s box is ch	r incorporated boundaries, and the county will necked, identify the government(s), authority or
Other. (If identify t	this box is checken the government, aut	d, attach a legible man thority, or other organic	p delineat zation that	ting the service area of each service provide, and the will provide service within each service area.)
☐ Ye If these condition levels of service	s No ons will continue under	the strategy, attach an exp	olanation fo	ompetition and/or duplication of this service identified? or continuing the arrangement (i.e., overlapping but high ication, or reasons that overlapping service areas or
If these condition to eliminate the	ons will be eliminated um, the responsible party	under the strategy, attach as y and the agreed upon dead	n implement line for com	ntation schedule listing each step or action that will be taken pleting it.
List each gov funds, user fees,	ernment or authority to general funds, special	hat will help to pay for this service district revenues, h	service and otel/motel ta	indicate how the service will be funded (e.g., enterprise axes, franchise taxes, impact fees, bonded indebtedness, et
Local Governme		unding Method:		
Morgan Coun	ity G	eneral Fund, User Permit F	ees	
				1.8
4. How will the	Strategy change the pro	evious arrangements for pro	viding and/	or funding this service within the county?
		ovious arrangements for pro	oviding and/e	or funding this service within the county?
No	Change			
C. I intony form	al aamilaa dalkaan			
				s that will be used to implement the strategy for this service
Agreement N		Contracting Part		Effective and Ending Dates:
Service Delive	ery Agreement	Morgan County -	All Cities	October 1, 1999
. What other m	echanisms (if any) will	be used to implement the	strategy for t	this service (e.g., ordinances, resolutions, local acts of the
General Assembl	ly, rate or fee changes,	etc.), and when will they ta	ke effect?	time service (e.g., ordinances, resolutions, local acts of the
		Ordinance, October 7, 199	7.	
. Person compl	eting form: Mark B. C	Craig		
hone number:	(706) 342-0725	Date complet	ted: October	r I, 1999
Is this the personsistent with the	son who should be con ne service delivery stra	tacted by state agencies who tegy? \(\sum \text{Yes} \)	en evaluating No	ng whether proposed local government projects are
f not provide des	signated contact person	n(s) and phone number(s) be		
. 19				

SERVICE DELIVERY AGREEMENT

ZONING ENFORCEMENT

Service:

Parties: Morgan County and cities of Bostwi	ick, Buckhead, Madison, and Rutledge.
Agreement:	
	he unincorporated area of the County and to the cities of
Each governing city has the authority to decide cas advertised public hearings and to enforce their Zoning Or	
We the undersigned agree that the foregoing Service Deliresponsive manner for the delivery of the services describnor issues for consolidation, this 2 day of November	ed above and we see no apparent duplication of services
MORGAN COUNTY	CITY OF MADISON
By: Mach & Bollen A	By: / 3 - 5/m/
Attest: Mah B. Cray	Attest: MAYOR B. Cray
By: M. Ut M.	CITY OF PUTLEDGE By: Sellius, Felley
Title: MAYOR	Title: WAYOR
Attest: Mah B. Cray	Attest: Mah B. Cray
CITY OF BUCKHEAD	
By: Steve Bryand	
Title: Mayor Attest: Mah B. Cray	

PAGE 3

SERVICE DELIVERY STRATEGY SUMMARY OF LAND USE AGREEMENTS

Instructions:

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

County: MORGAN	
1. What incompatibilities or conflicts between the land use plans of les service delivery strategy?	ocal governments were identified in the process of developing the
None, since County has joint Planning & Zoning Commission, Joint Planning & Zoning & Zoning Commission, Joint Planning & Zoning &	nt Comprehensive Plan prior to HB489.
·	
2. Check the boxes indicating how these incompatibilities or conflic	cts were addressed:
amendments to existing comprehensive plans	Note: If the necessary plan amendments,
adoption of a joint comprehensive plan	regulations, ordinances, etc., have not yet been
other measures (amend zoning ordinances,	formally adopted, indicate when each of the affected local governments will adopt them.
add environmental regulations, etc.)	agreecea tocal governments witt adopt them.
If "other measures" was checked, describe these measures:	
Dispute resolution agreement with all cities and utility service deli-	very agreements with each city.
3. Summarize the process that will be used to resolve disputes when a areas to be annexed into a city. If the conflict resolution process will version to be a summarized into a city.	county disagrees with the proposed land use classification(s) for ary for different cities in the county, summarize each process.
Cities and counties discussed differences, drew up an agreement th to crosswalk table as part of agreement attached.	at crosswalked like zoning areas of county and city and agreed
	•
	4
What policies, procedures and/or processes have been established by new extraterritorial water and sewer service will be consistent with all a	applicable land use plans and ordinances?
See Attached Utility Service Delivery Agreement. Water Authority	y is inactive.
Person completing form: Mark B. Craig	
Phone number: (706) 342-0725 Date completed: October	1 1000
s this the person who should be contacted by state agencies when evaluating the land use plans of applicable jurisdictions? Yes	
f not provide designated contact person(s) and phone number(s) below	
F designated contact person(s) and phone number(s) below	

JOINT COUNTY MUNICIPALITY LAND USE CLASSIFICATION DISPUTE RESOLUTION PROCESS

The Board of Commissioners of Morgan County, Georgia and the Governing Authority of each of the municipalities within Morgan County ("County") have agreed to adopt the following Joint County Municipality Land Use Classification Dispute Resolution Process to resolve and use classification disputes when a county objects to the proposed land use of an area to be annexed into a municipality within the county.

- A. Notice of Proposed Annexation and Proposed Land Use Classification.
 - When a municipality initiates a legislative annexation or accepts a
 Petition for Annexation under any statutory method, it will notify the
 Morgan County Board of Commissioners in writing of the proposed
 annexation in the manner required by law pursuant to O.C.G.A. §36-36-1
 et seq. and will include in the notification any proposed rezoning of the
 annexed property.
 - 2. In order to minimize potential land use conflicts in cases of annexation, it is the policy of each municipality within the county that, when property located in Morgan County is annexed the property will be classified under the municipality's zoning ordinance for that classification that is most similar to the zoning classification placed on the property by Morgan County. To facilitate this policy, tables of corresponding zoning classifications shall be agreed upon by resolution from time to time by Morgan County and each municipality to which they apply. Those tables are made a part of this process by reference.
 - 3. When a rezoning application is filed by any property owner or any other person who is permitted by law to apply for a rezoning or when a rezoning is proposed by the Municipality for property that has been annexed within eighteen (18) months of the effective date of an annexation of the property, the Municipality shall provide the County

written notice of the proposed rezoning by certified mail return receipt requested, within five (5) days of the filing of the application of rezoning or notice of a proposed rezoning by the Municipality.

- 4. The Morgan County Board of Commissioners shall have thirty (30) days from receipt of the written notice of the proposed rezoning to serve the Municipality with its written objection to the proposed rezoning of the property, by certified mail, return receipt requested. If the County objects, the matter is immediately forwarded to the Planning and Zoning Commission for a decision. The decision is presented to the Board of Commissioners and City Council for a decision. If a disagreement persists, informal negotiations will commence.
- B. Informal Negotiation.
 - 1. If both Municipality and County do not agree with each other on the Planning and Zoning Commission's decision, then informal negotiations begin. The City Council of the Municipality and Board of Commissioners of Morgan County may appoint a committee to meet to discuss the proposed rezoning informally. After Morgan County Planning & Zoning Commission renders its report and the Municipality or County disagrees with its findings, the County's Board of Commissioners and the City Council of the Municipality shall have five (5) days to notify the County of its representatives. The Municipality and the County may each appoint no more than three representatives to the Committee to meet to discuss the issues raised by the County in an effort to reach a solution that is advantageous to both parties. The informal committee meeting shall be scheduled within ten (10) days of the appointment of the committee representatives.
 - 2. The committee may, by mutual agreement, invite the Northeast Georgia Regional Development Center to assist as a facilitator in the discussions.

- 3. The committee may, by mutual agreement, invite other interested parties, such as the affected property owners, to participate in the discussions but only the representatives shall vote.
- 4. If the committee representatives reach a potential resolution of the dispute, the representatives shall make recommendations to their respective governing bodies that the proposed resolution be accepted and officially adopted. If either of the governing bodies reject the proposed resolution, they shall notify their committee representatives to request they begin the formal mediation process.
- 5. If the committee representatives determine that they will be unable to reach a potential resolution of the dispute, the representatives shall report that fact to their respective governing bodies and request that they begin the formal mediation process.

C. Formal Mediation.

- Within fourteen (14) days of receipt of the report by the committee that a
 resolution of the dispute was not reached, a representative of the
 Municipality and County shall contact the Northeast Georgia Regional
 Development Center for assistance in scheduling a formal mediation.
- 2. The Northeast Georgia Regional Development Center shall assist the Municipality and County in the selection of a mediator acceptable to both parties.
- 3. The cost for the mediation will be borne by each of the parties per capita.
- 4. The mediation should be scheduled as expeditiously as possible but no later than thirty (30) days from the issuance of the committee report to the Municipality and the County or the rejection of the proposed resolution submitted by the committee by one or both of the governing authorities.
- 5. The City Council and the Board of Commissioners shall appoint no more than three representatives to participate in the mediation.

- 6. The Municipality and the County may, by mutual agreement, invite other interested parties such as the affected property owners, to participate in the mediation discussions but only the representatives have a vote.
- 7. If the representatives reach a proposed agreement, the mediator shall make a report to each of the governing bodies for action.
- 8. If the representative cannot reach a proposed agreement, the mediator will make a report to each of the governing bodies.

D. Notification of Proposed Land Use Changes

- 1. Zones of influence are recognized for each of the governing bodies within the county. The zones extend for two thousand (2000) feet from the city boundaries, both from the city boundary outward into Morgan County and from the city boundary inward. It is declared that each government has an interest in being informed of and having an opportunity to comment on proposed land use changes within those zones.
- 2. When a petition for rezoning or variance from development regulations is received by Morgan County Board of Commissioners and any County Municipality for property any portion of which lies within another jurisdiction's zone or influence, the petitioned government shall notify the affected Commission or Council by certified mail, return receipt requested. The notification shall at a minimum, identify the affected property, describe the rezoning or variance requested, state the date of any public hearing to be held on the proposed change and state the date by which comments must be received to assure consideration in the rezoning or variance process.
- 3. The affected government may make written or oral comments on the proposed land use change. The government acting on the petition shall take the comments received into consideration in making its final decision.

		1/			d
APPROVED AND	ADOPTED this	16	day of	low	<u> 199 Y</u>

TODAY SOUND DOADD OF COMMISSIONEDS
MORGAN COUNTY BOARD OF COMMISSIONERS
By: Mach & Bolling to
Mack B. Bohlen, Sr., Chairman
10) the Court of Butleton
Walter Curtis Butler, Jr., Vice-Chairman
(11) m. for the the
J. DeWitt Knight, Commissioner
YMM OTHAL
W. Michael Nabors, Commissioner
Al Sou
Thomas H. Bell, Commissioner
ttest: Doris J. Harris, County Clerk
ν'
CITY OF MADISON, GEORGIA
By: /2//16
Bruce E. Gilbert, Mayor
Rogert D. Crawford, Councilman
tour on Luce
Barry N. Lurey Councilman
(ud heriman
Fred Perriman, Councilman
(Seans)
Ctyde Sims, Councilman ,
12 Palana
Roy O. Womack, Councilman
Attest: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

CITY OF BOSTWICK, GEORGIA	
By: William David Nump Mayor	
William David Nunn, Mayor	
Troy Dobbs, Councilman	
roy Dobbs, Councilman.	
LOO RAGI	
Joe Kidd, Councilman	
& Main Recard	
Marvin Ruark, Councilman	
June Whittiper	
June Whittaker, Councilman	
Want Balla	
Attests Ar.) UMIQ 1 (Common At	
——————————————————————————————————————	
CITY OF BUCKHEAD, GEORGIA	
Store Ro	
By: Steve Bryant, Mayor	
Nelson Stewart, Councilman	
Charles Bell	
Charles Bell, Councilman	
Gail Wade, Councilman	
Gail Wade, Councilman	
Martha-Nunnally, Councilman	
August Co Amar Research	
Attest: So ann Buyant	

CITY OF RUTLEDGE, GEORGIA
By: Delia M. Ray
Deleon N. Ray, Mayor
Lois Burns
Lois J. Burns, Councilman
Man- H. Dickie M.
William H. Dickie, Jr., Councilman
Zoma Lanier
Zonna Lanier, Councilman
Bolly D. Wester V
Bobby D. Rector, Councilman
By: Hozel Conner
Hazel Conner, City Clerk

Morgan County annex into the City of Madison

Morgan County Zoning	City of Madison Zoning
AG 217,800 sqft 5 Acres	A 2 Acres
AR 87,120 sqft 2 Acres	A – 2 Acres
AC 40,000 sqft	C-2 7000 sqft
R-1 43,560 1 Acre	R1A 15,000 sqft 1/3 Acre
R-2 43,560 1 Acre Single Family	R2 10,000 sqft 1/4 Acre Single Family
R-2 21,780 1/2 Acre Two Family	R2 10,000 sqft Two Family 5000 sqft per family
R-3 43,560 1 Acre Multi Family	R2 10,000 sqft Multi Family, 5000 sqft per family
R-4 Mobile Home Park Follow 10.2.1 regulations for Mobile Home Park	R-3 Mobile Home Park Follow 11.1 regulations for Mobile Home Parks
C-1	C-1
C-2	C-2
C-3	C-3
M-l	M-1
M-2	M-1
OI	P Professional District
PUD	R-1A
LR-1	R-1A
LR-2	R-1A
LR-3	R-1A
L-M	C-1
L-P Lakeshore Park	A

Morgan County annex into the City of Bostwick

Morgan County Zoning	City of Bostwick Zoning
AG 5 Acres	A 1.25 Acres
AR 2 Acres	A 1.25 Acres
AC	C-1
R-1	Α .
R-2	Α
R-3	R-3
R-4	R-4
C-1	C-1
C-2	C-2
C-3	C-2
M-1	M-1
M-2	M-2
O-I LR-1	C-1 R-1
LR-2	R-1
LR-3	R-1
L-M	C-1
L-P (LAKESHORE PARK)	N/A
PUD	R-1

Morgan County annex into the City of Rutledge

Morgan County Zoning		City of Rutledge Zoning
AG		A
AR		A
AC		C-1
R-1		Α .
R-2		R-1
R-3 Multi Family	, 4 6	R-3
R-4 Mobile Home Park		MHP
C-1		B-1
C-2		B-2
M-1		M
M-2		M
OI		C-1
PUD		PUD
LR-1		R-1
LR-2		R-1
LR-3		R-1
L-M		C-1
L-P Lakeshore Park		N/A

Morgan County annex into the City of Buckhead

Morgan County Zoning		City of Buckhead Zoning	
AG		A-1	
AR		A-1	
AC		C-1	
R-1		A-1 .	
R-2		Α	
R-3 Multi Family		R-3 Multi Family	
R-4		R-4	
C-1		C-1	
C-2	1 40	C-2	
C-3		C-2	
M-1		M-1	
OI		PU	
LR-1		R-1	
LR-2		R-1	
LR-3		R-1	
L-M		C-1	
L-P Lakeshore Park		A-1	
PUD		R-1	



SERVICE DELIVERY STRATEGY CERTIFICATIONS

PAGE 4

Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR MORGAN COUNTY

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

- 1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
- 2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
- 3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
- 4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)); and
- 5. The process(es) for resolving land use disputes arising over annexation were established by the July 1, 1998 deadline (O.C.G.A. 36-70-24(4)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION: DATE:
Made & for	Mack B. Bohlen, Sr.	Chairman, Board of Commissioners	Morgan County 2 Nov 99
MALVL	David Nunn	Mayor	City of Bostwick 2 Nov 99
Stevebryet	Steve Bryant	Mayor	City of Buckhead 2 Nav 99
13,5h	Bruce Gilbert	Mayor	City of Madison 2 Nw 99
Dellas.	Della Capann, III	Mayor	City of Rutledge 2 Nov 99