

**MINUTES OF THE CANDLER COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED JOINT MEETING TO RATIFY SERVICE DELIVERY
STRATEGY**

JUNE 11, 2018

On Tuesday, June 11, 2018 at 11:50 p.m., in the Metter K-8 school facility, the Candler County Board of Commissioners held a Special Called Meeting, at the same time as the City of Metter Council held a meeting, with the following persons present: Glyn Thrift – Chairman, Brad Jones – Vice Chairman, Wayne Culbertson, and Donny Wells. Commissioner David Robinson had left the mediation earlier.

AGENDA

1. Open the meeting and recognition of a quorum
2. Adopt the Agenda
3. Ratification of Service Delivery Strategy
4. Adjourn

MINUTES

At 11:47 p.m., Chairman Glyn Thrift called the special called meeting to order.

1. The Chairman recognized a quorum of the Board. Chairman Thrift made a motion to open the special called meeting, with a second by Commissioner Culbertson. Motion approved 4-0, with Commissioner Robinson absent.
2. Commissioner Jones made a motion to approve the agenda, seconded by Commissioners Wells. Second by Culbertson. Agenda was approved 4-0, with Commissioner Robinson absent
3. The Candler County's attorney [for purposes of Service Delivery Strategy ("SDS") negotiations] Ken Jarrard, explained to the Board that the matter before them was a Resolution to ratify the Special Service Delivery Strategy and deliver same to the Georgia Department of Community Affairs. This Resolution and agreements had been the product of today's all day mediation.
4. A motion was made by the Commissioner Jones Thrift to approve A Joint Resolution of the City of Metter and Candler County Approving Forms Pertaining to the Delivery and Funding of Certain Services Pursuant to the Service Delivery Act. Second by Culbertson. Motion approved 4-0, with Commissioner Robinson absent.

Motion made to adjourn the meeting by Commissioner Culbertson, second by Commissioner Wells. Motion approved 4-0, with Commissioner Robinson absent.

Meeting adjourned at 12:02 a.m. on June 12.

Maramba K. Jank
Clerk/Deputy Clerk of Commission

The above and foregoing Minutes are hereby certified as being correct and ordered recorded.

[Signature]
CHAIRMAN

VICE CHAIRMAN

MEMBER

MEMBER

MEMBER



JARRARD & DAVIS, LLP

Limited Liability Partnership

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MELISSA A. KLATZKOW†

June 14, 2018

VIA FED EX OVERNIGHT

Kendall Gross
Candler County Attorney
J. Kendall Gross, P.C.
235 S Lewis St
Metter, GA 30439

RE: Candler County Service Delivery Forms and Intergovernmental Agreements

Dear Kendall:

As discussed, I have enclosed the entire Service Delivery Strategy Agreement, including the necessary DCA forms, IGAs, and the Resolution adopting the same. This set of copies is complete, as in, all of the documents are included, but they will still require the following signatures:

- (1) Chairman Thrift -- Resolution Approving SDS Agreement;
- (2) Mayor Boyd -- Resolution Approving SDS Agreement;
- (3) Mayor Franklin -- Fire and Rescue IGA (x2) and on the final page (Form-4);
- (4) Sheriff -- Jail & Dispatch IGA (x2);
- (5) School Superintendent -- Library IGA;
- (6) Library Superintendent -- Library IGA;
- (7) Industrial Authority -- Industrial Development IGA; and
- (8) Airport Authority -- Airport IGA.

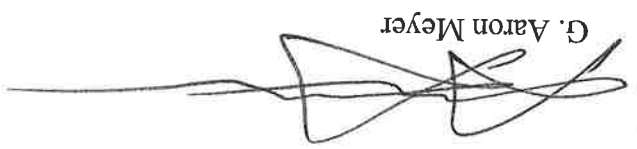
Please note that the Fire and the Jail Agreements were included twice because they are part of two separate services. Also note that all of the IGAs will need to be certified by the City and County Clerks.

Once the forms and IGAs are completed and signed, they need to be sent electronically to the Heart of Georgia Altamaha Regional Commission, c/o James Pope, Regional Planning

Director, pope@hoga.org. From there, the Regional Commission will review for completeness and then forward the materials to the Department of Community Affairs for final approval. It has been a great pleasure and honor to assist you and Candler County through this process. Please do not hesitate to contact me if I can be of any further assistance.

Warm regards,

JARRARD & DAVIS, LLP



G. Aaron Meyer

Enclosure

cc: Ken E. Jarrard

RESOLUTION NO. _____

A JOINT RESOLUTION OF THE CITY OF METTER, AND CANDLER COUNTY, GEORGIA APPROVING FORMS PERTAINING TO THE DELIVERY AND FUNDING OF CERTAIN SERVICES PURSUANT TO THE SERVICE DELIVERY ACT.

WITNESSETH:

WHEREAS, the City of Metter ("Metter") is a municipal corporation duly organized and existing under the laws of the State of Georgia, and is charged with providing certain public services to local residents; and

WHEREAS, Candler County is a duly formed political subdivision of the State of Georgia;

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, Candler County, Metter, and the Town of Pulaski (collectively "Parties") have commenced deliberations on the service delivery strategy; and

WHEREAS, the Parties have reviewed, revised and reached an agreement through mediation on a new Service Delivery Strategy; and

WHEREAS, the Mayor and Council of Metter desire to approve the forms for the funding and provision of services as set forth herein; and

WHEREAS, the Candler County Board of Commissioners desire to approve the forms for the funding and provision of services as set forth herein.

THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE CITY COUNCIL OF THE CITY OF METTER, GEORGIA AND THE CANDLER COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:


1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Acceptance of Service Delivery Strategy Agreements.** Metter hereby approves the Service Delivery Strategy Agreements attached hereto as Exhibit "A" along with the corresponding Intergovernmental Agreements. Said documents have been discussed, reviewed, revised and mediated by the Parties.
3. **Acceptance of Service Delivery Strategy Agreements.** Candler County hereby approves the Service Delivery Strategy Agreements attached hereto as Exhibit "A" along with the

corresponding Intergovernmental Agreements. Said documents have been discussed, reviewed, revised and mediated by the Parties.

- 4. **Authorization of the Mayor, City Attorney, and Clerk.** Metter hereby authorizes the following the transmission of the Service Delivery Strategy Agreements attached as Exhibit A to the Department of Community Affairs.
- 5. **Authorization of the Chairman, City Attorney, and Clerk.** The Candler County Board of Commissioners hereby authorizes the following transmission of the Service Delivery Strategy Agreements attached as Exhibit A to the Department of Community Affairs.
- 6. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
- 7. **Repeal of Conflicting Provisions.** All City and County resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
- 8. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 11th day of June, 2018.


 EDWIN O. BOYD, MAYOR

ATTEST:

 ANGIE CONNER, CITY CLERK


 GLYN THRIFT, CHAIRMAN

ATTEST:

 CLERK





SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **CANDLER COUNTY**

I. GENERAL INSTRUCTIONS:

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

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

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

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

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

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

Candler County, Georgia; City of Metter; Town of Pulaski; Metter-Candler Airport Authority; Candler County Industrial Authority; Candler County Hospital Authority; Statesboro Regional Public Libraries System; Candler County Library Board;

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

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

N/A

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

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

Agriculture/Extension/4-H Services; Ambulance Service; Animal Control; Building Inspection and Development Related Services; Candler County Industrial Authority; Code Enforcement; Court Services; Cultural & Historical; Department of Tourism and Economic Development; E-911 Radio/Dispatch Services; Elections and Voter Registration; Emergency Management; Hospital; Jail; Law Enforcement; Library; Mapping/GIS; Metter-Candler County Airport Authority; Metter Fire and Rescue; Metter Municipal Court; Metter Parking; Metter Sewer/Wastewater; Metter Water; Parks; Planning and Zoning; County Probation Services; Metter Probation Services; Public Health; Pulaski Water; Records Management; Recreation; Road/Street Construction; Road/Street Maintenance; Solid Waste Collections; Solid Waste Disposal/Landfill; Stormwater/Drainage; Tax Collection; and Visitors Center.



SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

Table with 2 columns: COUNTY: CANDLER COUNTY, Service: Agriculture/Extension/4-H Services

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

- a.) [X] Service will be provided countywide... Candler County (Farm Services Administration, Natural Resource Conservation Service, Cooperative Extension).
b.) [] Service will be provided only in the unincorporated portion...
c.) [] One or more cities will provide this service only within their incorporated boundaries...
d.) [] One or more cities will provide this service only within their incorporated boundaries...
e.) [] Other (If this box is checked, attach a legible map delineating the service area of each service provider...

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County	County General Funds, FSA, NRCS, Cooperative Extension Service

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

No change is anticipated.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: *Ambulance Service*

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

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Candler County	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.

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

The service will continue to be provided Countywide unless this arrangement is altered by Metter pursuant to the Inter-Governmental Agreement for fire service.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement Between the City of Metter, Town of Pulaski, and Candler County, GA, for the Provision and Funding of Fire and Rescue Services	Candler County, City of Metter and Town of Pulaski	

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?

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed: _____

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

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF METTER, TOWN OF PULASKI, AND CANDLER COUNTY, GEORGIA, FOR THE
PROVISION AND FUNDING OF FIRE AND RESCUE SERVICES**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11th day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), the Town of Pulaski, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Pulaski"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"). Metter, Pulaski, and the County shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Metter, Pulaski, and the County shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

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

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the provision of Fire and Rescue services within unincorporated Candler County and the Town of Pulaski is currently provided by the City of Metter Fire and Rescue Department ("Fire Department");

WHEREAS, the Parties – by duly approving this Intergovernmental Agreement (“Agreement”) and spreading same upon the minutes of each respective governing authority – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of Fire and Rescue services continue to be provided by the Fire Department and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I – FIRE PROTECTION AND RESCUE

The Metter Fire Department shall provide fire protection and rescue services in both the incorporated and unincorporated areas of Candler County, Georgia.

ARTICLE II – BUDGETARY PROCESS

1. Metter shall prepare its annual budget for the Fire Department by dividing it into two (2) sections, namely: one for the operation and maintenance budgetary needs and one for the capital outlay budgetary needs.
2. Prior to any budgetary hearings being held, or any action taken to approve any budget request for the Fire Department, such annual budget shall be submitted to the Budget Review Committee.
3. The Budget Review Committee shall be composed of one member designated by Metter, one member designated by the County, and one member designated by Pulaski. The members so designated may be elected officials, employees, or residents of the designating jurisdiction, provided that each member shall be at least 18 years of age. Each such member shall be appointed by a majority vote of the governing authority for Metter, the County, and Pulaski, respectively, and shall serve at the pleasure of the governing authority for such designating jurisdiction.
4. Before April 1 of each year, the Budget Review Committee shall meet with the Fire Chief regarding the proposed budget requests to make recommendations and provide input in the budgetary process. Such recommendations and input are not binding on Metter and shall require no action by Metter. But, it is the intent of this Agreement to allow for the County and Pulaski to increase its participation in the budgetary process through the creation of a formal outlet for the provision of recommendations and input. Further, it is the expectation of the Parties that the Metter Fire Chief shall fully cooperate with the Budget Review Committee in answering questions and otherwise providing support and backup for any such request as well as responding to concerns and questions raised by the Budget Review Committee.
5. The Parties expressly acknowledge that the Budget Review Committee shall have no authority with respect to the operation and day-to-day affairs of the Fire Department and

will confine its review and recommendations to budget appropriations for the operation and maintenance and capital outlay funding for the Fire Department.

ARTICLE III – FUNDING FOR BUDGETED OPERATIONS AND MAINTENANCE

1. After considering the recommendation of the Budget Review Committee, the Metter City Council shall provide its approved budget for operations and maintenance (“O&M”) to the County’s Board of Commissioners following the May Council Meeting each year, unless delayed by unavoidable circumstances.
2. Metter shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department and the County shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department. Pulaski’s portion of the funding shall be accomplished through its contribution toward capital outlay projects.
3. During the first thirty (30) days after receipt of the approved budget, any party shall have the right to opt out of this Agreement by giving notice thereof to the other parties. Metter will continue to provide the services contemplated by this Agreement for the period and rates described in Sub-Paragraphs (a) and (b) below as applicable based on whether the County or Pulaski is the party giving such notice.
 - a. If the County decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide fire and rescue services to the County for a period of up to two (2) years at the rate of fifty (50) percent of the O&M budget for the last full budgetary year that preceded the year in which such notice is given. For example, if the O&M budget for the last full budgetary year that preceded the year in which such notice is given was \$100,000, then the County would pay Metter \$50,000 per year for up to two years after the County provided notice to Metter that the County would be opting out of this Agreement.
 - b. If Pulaski decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide Fire and Rescue services to the Town of Pulaski for a period of up to two (2) years in exchange for Pulaski’s continued contribution toward capital outlay projects in the same amount as Pulaski contributed during the last full budgetary year that preceded the year in which such notice was given. For example, if Pulaski contributed \$50,000 toward capital outlay projects during the last full budgetary year that preceded the year in which such notice was given, then Pulaski would pay Metter \$50,000 per year for up to two years after Pulaski provided notice to Metter that Pulaski would be opting out of this Agreement.
4. The Funding necessary for the budgeted capital outlay expenditures shall be provided as set forth in Article IV.

ARTICLE IV – FUNDING FOR BUDGETED CAPITAL OUTLAY EXPENDITURES

With respect to the annual budget requests/appropriations for capital outlay expenditures, such as real property, buildings, vehicles, or equipment the following rules shall apply:

1. Metter shall determine what equipment it needs to properly operate its Fire Department so that it can provide adequate fire and rescue services to all areas of Candler County. The equipment acquired by Metter to operate said facilities for said purposes shall be purchased by Metter and paid for as hereinafter provided.
2. Metter, Pulaski, and the County shall determine what real property and buildings are required within their respective jurisdictions that will maximize efficiency and fire service delivery and shall, absent extenuating circumstances, independently acquire the real property and construct the buildings to be used by Metter in providing countywide fire and rescue services. Such fire stations shall be equipped and furnished with such items as will be necessary to operate such fire stations in accordance with approved standards set forth by the National Fire Protection Association, Insurance Services Office, or the Georgia Firefighters Standards and Training Council, as the Fire Chief deems applicable.
3. After considering the recommendation of the Budget Review Committee, Metter shall identify in its budget whether a proposed capital outlay budget expenditure is intended to serve the countywide fire system or is intended to primarily serve the incorporated area of Metter, Pulaski, or the unincorporated area of Candler County, as applicable.
 - a. In the event a proposed capital expenditure is determined to provide a benefit to both the incorporated and unincorporated areas of the County, upon approval by the funding governing authorities, Metter shall pay fifty (50) percent of such costs and the County shall pay fifty (50) percent of such costs.
 - b. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Metter, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Metter.
 - c. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Pulaski, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Pulaski.
 - d. In the event a proposed capital expenditure is determined to provide a benefit primarily to the unincorporated area of the County, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by the County from the funding sources contemplated in Article V.
4. After the effective date of this Agreement, title to any real property, buildings, vehicles, or equipment that are paid for 100 percent by a particular jurisdiction shall be and remain titled in the name of the purchasing jurisdiction, which shall also insure such real property, buildings, and vehicles, as the case may be. For example, if the County funds the purchase

of a fire truck 100 percent, then said fire truck shall be titled in the name of the County, and the County shall maintain insurance on such fire truck. During the term of this Agreement, however, the purchasing jurisdiction consents to the use of any such real property, buildings, vehicles, or equipment, exclusively by the Metter Fire Department for the purposes of providing the fire and rescue services contemplated in this Agreement. There shall be no additional charge for such use by the Fire Department beyond the exchange of the consideration set forth in this Agreement. In the event a capital expenditure is jointly funded, title to same shall be vested in Metter; but, it is the expectation of the Parties that jointly funded capital expenditures will be limited to vehicles and equipment as the cost for real property and buildings is anticipated to be borne exclusively by the Party within whose jurisdictional boundary the property and building is located.

5. With respect to the items of property referenced in Paragraph 4 of this Article above, the jurisdiction retaining title shall be responsible for any maintenance necessary on real property. During the term of this Agreement, however, Metter shall perform any required maintenance on any vehicles, buildings, and equipment and the cost of such maintenance shall be included in the budget section for maintenance and operation of the Fire Department under Article II and for which the cost of such maintenance will be shared 50-50 by the County and Metter.
6. In the event that any party opts out of this Agreement by giving notice thereof to the other parties in accordance with Article III, Paragraph 3, of this Agreement, then such capital outlay purchases shall be distributed as follows:
 - a. With respect to capital outlay purchases that were paid for 100 percent by Metter, Pulaski, or the County, respectively, such property shall be retained by the local government that paid for such items and possession shall be transferred by Metter to such other appropriate local government at the conclusion of the two-year service period contemplated under Article III, Paragraph 3.
 - b. With respect to capital outlay purchases that were jointly funded, Metter shall have the right of first refusal regarding the retention of such capital outlay purchases. Any capital outlay purchases to which Metter does not exercise its right of first refusal, may be acquired by the County. Regardless of whether such items are retained by Metter or acquired by the County, Metter or the County shall reimburse the other as applicable for the amount of contribution toward the purchase of such capital outlay expenditure in accordance with the following formula:
 - i. If three (3) full years or less have passed since the original date of purchase, then the party obtaining a particular item purchased as part of a capital outlay expenditure shall pay to the non-obtaining party (i.e., Metter or the County, whatever the case may be) fifty (50) percent of the original purchase price.

- ii. Following the passage of three (3) years from the original date of purchase, the reimbursement amount the party obtaining such item shall pay to the non-obtaining party is the amount contemplated under Subparagraph (b)(i) of this Paragraph, less five percent for each year following the passage of three years from the original date of purchase. For example, beginning in year four following the original date of purchase, the reimbursement amount shall be reduced to forty-five (45) percent, continuing onward at a reduction by five (5) percent per year from the beginning of the fourth year to the expiration of the ninth year following the original date of purchase.
- iii. Beginning with the tenth year following the original date of purchase for any item purchased as part of a capital outlay expenditure, such item shall not be subject to the formula set forth above and may be retained at no charge by either Metter or Candler (with Metter having a right of first refusal) or declared surplus and sold by Metter at its option.
- iv. All items transferred hereunder shall be titled in the new owner.

7. Notwithstanding any other provision of this Agreement, after the effective date of this Agreement, any equipment designated for fire services use in the unincorporated area of the County and acquired through long-term lease from the Georgia Forestry Commission by the County will be transferred at no cost to the County in the event of opt out.

ARTICLE V – COUNTY FUNDS

Candler County’s funding of all operational and maintenance budget items identified in this Agreement shall come from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County. This same arrangement will be used for the funding of capital outlay projects. The Parties, however, may fund capital items from their respective share of SPLOST funds.

ARTICLE VI – USE OF INFRASTRUCTURE

Notwithstanding any other term or provision in this Agreement, and so long as this Agreement remains in effect, all land, buildings, and equipment purchased by the Parties for fire protection, shall be available for use by the Fire Department in responding to any emergency or fire event, irrespective of ownership, the source of funding for the item, the location of the land, building, equipment, fire event, or emergency.

ARTICLE VII – METTER AS AGENT OF COUNTY, AND PULASKI

In providing the services to be provided by this Agreement, Metter shall be acting as the agent for the County when such services are to be provided or provided in the unincorporated area, and as the agent for Pulaski when such services are to be provided or provided in the incorporated area of Pulaski. Accordingly, Metter shall be entitled to the protections and immunities afforded either local government pursuant to the Georgia Constitution as well as other general and local laws.

ARTICLE VIII – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the extent allowed by law, Pulaski and the County agree to indemnify and hold Metter harmless for any and all claims, suits, demands, judgments, and the like, etc..., that may arise out of or related to Metter's provision of fire and rescue services under this Agreement when such services are to be provided or provided in the unincorporated area of the County or the incorporated area of Pulaski, as appropriate.

ARTICLE IX – INTERPLAY WITH EMERGENCY MEDICAL SERVICES

Nothing in this Agreement shall be construed to waive or forbear the right of Metter or Pulaski to apply for a license and a service zone to provide ambulance and/or emergency medical services ("EMS") within their respective corporate limits. The County agrees that upon its providing notice of opting out of this Agreement, or revocation of this Agreement, the County shall not object or otherwise interfere with Metter or Pulaski, or both, seeking a license and a service zone to provide ambulance and/or EMS within their respective corporate limits. It is expressly agreed and acknowledged that this provision shall survive the expiration, revocation or termination of this Agreement.

ARTICLE X – DURATION OF AGREEMENT

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs ("DCA") that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the "Commencement Date"). This Agreement shall also terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, except as otherwise provided in Article III, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Mayor of Pulaski, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement is revoked or otherwise terminated pursuant to this Article, services contemplated hereunder shall cease upon termination and any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the

Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation or termination.

3. In the event this Agreement is revoked or terminates as set forth in this Article X, the capital asset disposition rights in Article IV shall nonetheless remain in full force and effect. A renewal or new Intergovernmental Agreement, executed with the same formalities and the same Parties as the present Agreement, may determine an alternative disposition method for capital assets.

ARTICLE XI – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter's Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE XII – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Metter, Georgia

Stephen O. Boyd
Mayor

Attest: *Annie Cochran*
City Clerk

Town of Pulaski, Georgia

Jerry W. Frankel
Mayor

Attest: *Amanda Sikes*
City Clerk

Candler County, Georgia

[Signature]
Chairman, Board of Commissioners

Attest: *Mariamatah Lark*
County Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: Animal Control

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

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

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

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

[X] No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
City of Metter	First, apply fees, fines, grants, donations, then SPLOST, if applicable, then the Town and County contributions, with the balance paid from the General Fund.
Town of Pulaski	Any available revenue source.
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue specified in Box 6, below.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. This service will be funded in accordance with the attached agreement.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for the Operation, Services, and Funding of Animal Control and Recreation	City of Metter, Town of Pulaski, and Candler County	

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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

INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF ANIMAL CONTROL AND RECREATION

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11th day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"), and the City of Pulaski, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Pulaski"). Metter, the County, and Pulaski shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

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

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of animal control and recreation services be provided and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the

signatures below, do hereby agree to the following:

ARTICLE I – PROVISION OF SERVICES

Metter shall provide animal control services throughout the unincorporated and incorporated areas of Candler County, Georgia. The County shall provide recreation services throughout the unincorporated and incorporated areas of the Candler County, Georgia.

ARTICLE II – FUNDING FOR PROVISION OF SERVICES

Metter's provision of animal control services shall be jointly funded as follows. Metter shall establish its annual budget after first applying Metter's fees, grants, rents, donations, lease payments, and SPLOST funds, if applicable, to the total costs of Metter's operations, maintenance, and capital improvements for animal control services. The balance of the budget shall be funded from payments made by the County as set forth below with the remaining balance paid by Metter. The County's funding of recreation services shall be funded as stated below.

1. *County Funding.*

- a. For the first fiscal year (whether full or partial) through conclusion of the fourth fiscal year of this Agreement, the City shall provide animal control services to the County at no charge. In consideration for said period of animal control services and as a novation to the existing agreement between the Parties pertaining to recreation, the County has agreed to waive and forgo its right to payment of \$168,000.00 for the provision of recreation services to the City over the remainder of said agreement's term. In further consideration of this Agreement, and over the duration of this Agreement, the County agrees to provide recreation services to all incorporated and unincorporated areas of the County. As a countywide service, the County and City agree that recreation services will be paid for by the County first applying user fees, grants, rents, lease payments, donations and thereafter applying County general fund revenues. SPLOST proceeds may also be used to fund capital projects associated with recreation services.
- b. In the fifth fiscal year of this agreement, the County shall pay to Metter sixty percent (60%) of Metter's budget balance, as stated above, based on Metter's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, Metter's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Payment. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessments, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
- c. It is the intention of the Parties that the County receive forty-eight months of no cost animal control as consideration of the County foregoing \$168,000 under the prior recreation services agreement. As such in the event that commencement of the fifth fiscal year following execution of this Agreement occurs prior to the County receiving forty-eight months of no cost service, then notwithstanding any

other provision of this Agreement, the County shall be entitled to receive a cost reduction of its funding obligation in the fifth fiscal year equivalent to \$3,500 (\$168,000/48) per month multiplied by the number of months remaining to achieve forty-eight months of no cost service. By way of example only, if the fifth fiscal year commences and the County has received forty-three months of no cost service: then the County shall receive a discount during the fifth fiscal year of \$17,500 (\$3,500 x 5).

2. *Payment Example.* If Metter's budgetary balance in the fourth fiscal year of this Agreement was one hundred thousand dollars (\$100,000), then in the fifth fiscal year of this Agreement, the County would pay \$60,000 and Metter would pay \$40,000. If Metter's subsequent year's budget balance showed an increase of 10% to \$110,000, the 5% cap would apply and the County's subsequent year's annual payment would be adjusted as follows:
 - a. County Base Payment as adjusted: $\$60,000 + (\$60,000 \times .05) = \$63,000$
 - b. Metter to pay the remaining balance of the budget.
3. *Payments.* The County Base Payment, as may be adjusted, shall be divided and paid in equal monthly installments to Metter. Metter shall submit a monthly invoice to County on the first of every month starting with the month following the Commencement Date as defined below. County shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.
4. *Pulaski Funding.* Pulaski's contribution to the funding necessary for animal control services shall be its continued contribution to capital outlay projects.
5. *Capital Funding.* Prior to the County being responsible to fund all or a portion of any capital assets related to the provision of Animal Control services by Metter, a proposal related to such capital asset shall be tendered by Metter to the County's governing authority which must consider and approve same before becoming obligated for such capital asset expenditure.

ARTICLE III – DURATION OF AGREEMENT

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs ("DCA") that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the "Commencement Date"). In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Mayor of Pulaski, and Chair of the Board of Commissioners or County Administrator, as the case may be. In the event this Agreement is revoked by Metter prior to the County receiving forty-eight months of no cost animal control services, then Metter

shall pay to the County \$3,500 for each month remaining of the forty-eight-month period. By way of example only, if Metter unilaterally revokes this Agreement twenty-two months after execution, then Metter shall pay to the County \$91,000 (26 months x \$3,500).

2. In the event this Agreement expires, is revoked or terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation, or termination of this Agreement.

ARTICLE IV – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter's Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE V – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Metter, Georgia

Edwards Byrd
Mayor

Attest: Angie Cochran
City Clerk

[seal]

Candler County, Georgia

[Signature]
Chairman, Board of Commissioners

Attest: Maranda Hank
County Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: *Building Inspection and Development Related Services*

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

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

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

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

d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Candler County, City of Metter, and Town of Pulaski**

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.
City of Metter	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.
Town of Pulaski	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.

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

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: *Candler County Industrial Authority*

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County Industrial Authority	First apply Authority's fees, donations, grants, rents, lease payments & SPLOST funds, if applicable, with the balance paid with 60% from the County and 40% from the City.
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue specified in Box 6, below.
City of Metter	City's General Fund and any other available revenue sources.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. The service will be provided in accordance with the attached agreement

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement for the Operation, Services, and Funding of the Candler County Industrial Authority	City of Metter, Candler County, and the Candler County Industrial Authority	

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND
FUNDING OF THE CANDLER COUNTY INDUSTRIAL AUTHORITY**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11th day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"), and the Candler County Industrial Authority (hereinafter "Authority"). Metter, the County, and the Authority shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

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

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the countywide provision of industrial recruitment, retention, and expansion services is currently provided by the Authority;

WHEREAS, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens

in each of their respective jurisdictions that the provision of industrial recruitment, retention, and expansion services continue to be provided by the Authority and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I – PROVISION OF SERVICES

The Authority shall provide for the recruitment, retention, and expansion of industry throughout the unincorporated and incorporated areas of Candler County, Georgia.

ARTICLE II – JOINT FUNDING FOR PROVISION OF SERVICES

The Authority's operation and services shall be funded as follows. The Authority shall establish its annual budget after first applying the Authority's fees, grants, rents, lease payments, donations, and SPLOST funds, if applicable, to the total costs of the Authority's operations, maintenance and capital improvements. Any remaining balance of the budget shall be funded from payments made by the County and Metter as set forth below.

1. *County Funding.* In the first year of this agreement, the County shall pay to the Authority sixty percent (60%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Pay. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
2. *Metter Funding.* In the first year of this Agreement, Metter shall pay to the Authority forty percent (40%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "Metter Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the Metter Base Payment shall not increase more than 5% from year to year unless Metter by resolution otherwise consents to increase the Metter Base Payment. The Metter Base Payment, as adjusted in accordance with this Agreement, shall be derived from Metter's General Fund and any other available revenue sources to Metter.
3. *Payment Example.* If the Authority's previous budgetary balance was one hundred thousand dollars (\$100,000), then in year one, the County would pay \$60,000 and Metter would pay \$40,000. If the Authority's subsequent year's budget showed an increase of

10% to \$110,000, the 5% cap would apply and the subsequent year's annual payment would be adjusted as follows:

- a. County Base Payment as adjusted: $\$60,000 + (\$60,000 \times .05) = \$63,000$
- b. Metter Base Payment as adjusted: $\$40,000 + (\$40,000 \times .05) = \$42,000$

4. *Payments.* The payments required in paragraphs one (1) and two (2) of this Article shall be divided and paid in equal monthly installments to the Authority. The Authority shall submit a monthly invoice to County and Metter on the first of every month starting with the month following the Commencement Date as defined below. County and Metter shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.

ARTICLE III – CONFERENCE ON APPOINTMENT

The Mayor of Metter has two appointments for the Authority. By this Agreement, the Mayor will meet and confer with the Chairman of the County Commission, and will appoint one member to the Authority with significant consideration and weight given to the Chairman's recommendation. The Parties hereto agree that both Authority appointments identified in this paragraph remain vested with the Mayor; but it is the intent of the Parties that the Mayor will give substantial weight and consideration to the Chairman's input as to a single appointment.

ARTICLE IV – LAWN CARE

During the term of this Agreement, the County will provide lawncare, to include routine mowing, to the grounds of the Industrial Authority.

ARTICLE V – DURATION OF AGREEMENT

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs ("DCA") that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the "Commencement Date"). In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Chair of the Authority, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement expires, is revoked, or terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or

termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation, or termination of this Agreement.

ARTICLE VI – MISCELLANEOUS

- 1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter’s Service Delivery Strategy, which shall remain in full force and effect.
- 2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
- 3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
- 4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
- 5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
- 6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE VII – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity’s respective seals hereto.

City of Metter, Georgia

Edward Boyd
Mayor

Attest: *Angie Cochran*

Candler County, Georgia

[Signature]
Chairman, Board of Commissioners

Attest: *[Signature]*



City Clerk
[seal]



Candler County Industrial Authority

Juan D. A.
Chairman

Attest: Tiffany Navarro
Secretary
[seal]





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: Code Enforcement

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

- a.) Service will be provided countywide...
b.) Service will be provided only in the unincorporated portion...
c.) One or more cities will provide this service only within their incorporated boundaries...
d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
e.) Other

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

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

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service...)

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.
City of Metter	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.
Town of Pulaski	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: *Court Services*

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County	First, apply fees collected for the provision of the service, fines, grant and SPLOST funds, if applicable, with balance paid from County general funds.

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: CANDLER COUNTY

Service: *Cultural & Historical*

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County	First, apply fees collected for the provision of the service, grant and SPLOST funds if applicable, to the costs of the service with balance paid from County General Funds.

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: CANDLER COUNTY

Service: Department of Tourism and Economic Development

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

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

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

c.) [X] 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: City of Metter

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

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

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

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

[X] No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Metter	First apply fees collected for the provision of the service, Hotel/Motel taxes, grant and SPLOST funds, if applicable, with the balance paid from the General Fund.

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

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COUNTY: CANDLER COUNTY

Service: Downtown Development Authority

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

- a.) Service will be provided countywide... b.) Service will be provided only in the unincorporated portion... c.) One or more cities will provide this service only within their incorporated boundaries... d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas... e.) Other

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

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

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service...)

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Metter	First, apply fees, then grant and SPLOST funds, if applicable, with the balance, if any paid from General Funds.

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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COUNTY: CANDLER COUNTY

Service: E-911 Radio / Dispatch Services

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

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

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

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

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

e.) [X] Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.): Candler County (through regional E-911 system with Bulloch and Evans counties)

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

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

[X] No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County	General Fund, Fees, Grants and SPLOST
City of Metter	General Fund, fees, grants, and SPLOST

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

E-911 service is provided county-wide through a county contract with Bulloch County, which has a regional E-911 system also including Evans County. The City of Metter contracts with Candler County for non-emergency dispatching services.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Intergovernmental Agreement For Incarceration and Dispatch Services Among Candler County, Candler County Sheriff and City of Metter, Georgia	City of Metter, Candler County and the Candler County Sheriff	

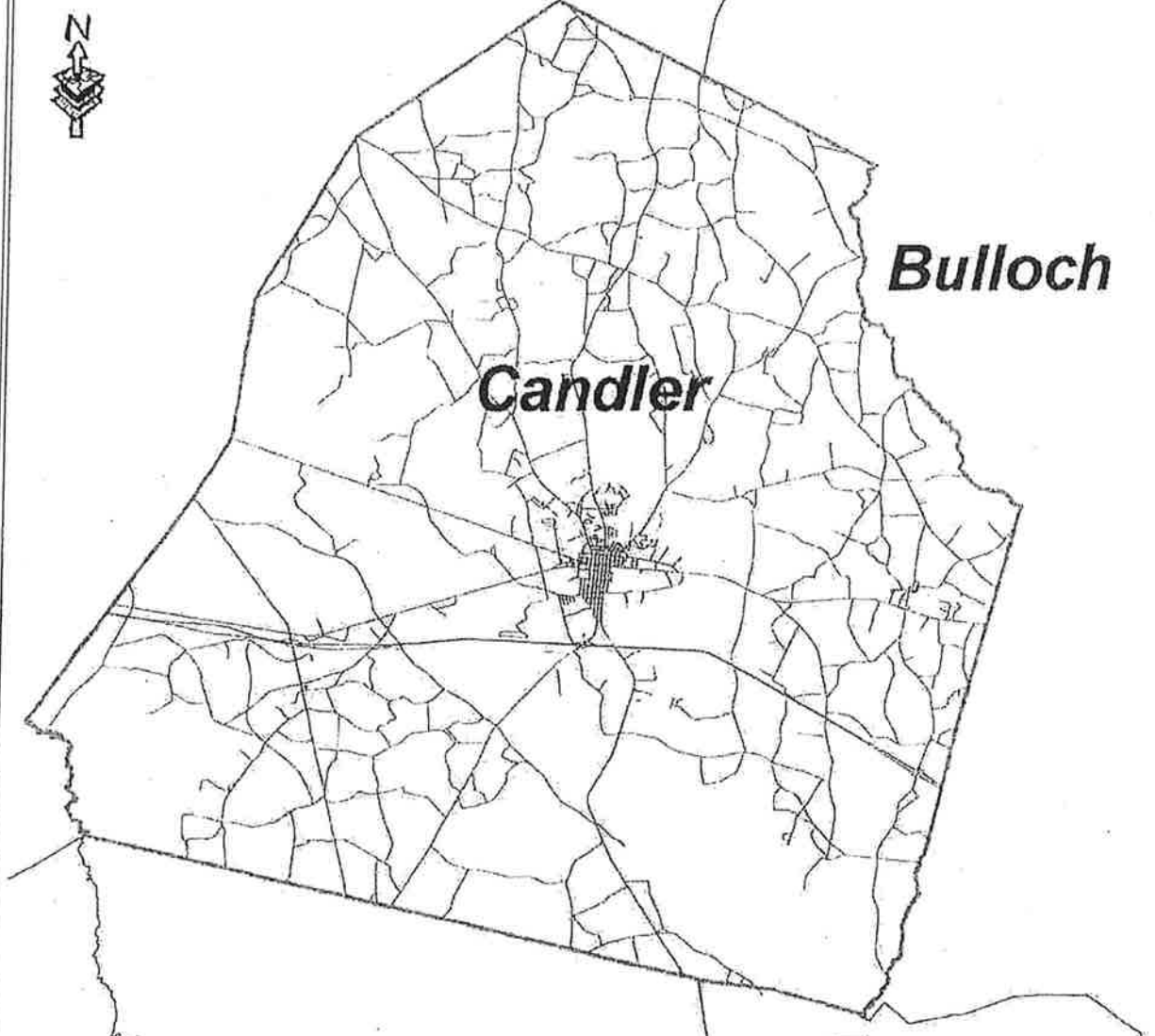
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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

Candler County SDS Map E-911








Bulloch

Candler

Evans



-  Pulaski Town Limits
-  Mette City Limits
-  Roads
-  County Boundary
-  Georgia Counties

**CANDLER COUNTY SHERIFF- CITY OF METTER - CANDLER COUNTY
INTERGOVERNMENTAL AGREEMENT REGARDING HOUSING OF CITY
INMATES AT THE CANDLER COUNTY JAIL AND DISPATCH SERVICES**

This Intergovernmental Agreement (the "IGA") is entered into as of the 11th day of June, 2018, by and between **SHERIFF JOHN MILES**, the duly elected Candler County Sheriff and constitutional officer for the State of Georgia (hereinafter referred to as "Candler County Sheriff" or "Sheriff"), the **CITY OF METTER**, a municipal corporation by and through its duly authorized governing authority, the City Council of METTER, Georgia (hereinafter referred to as "Metter" or "City") and **CANDLER COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Candler County, Georgia (hereinafter referred to as "Candler County").

PURPOSE: The purpose of this IGA is to memorialize the service provider that will provide inmate housing services for City inmates such as, but not limited to, the housing, processing, medical care and supervision of City inmates, to memorialize the service delivery arrangement between the Candler County Sheriff, Candler County and the City regarding same, and to identify funding sources and allocations for same;

PURPOSE: The purpose of this IGA is also to memorialize the funding arrangement by which Metter will receive E-911 dispatch services from the Candler County Sheriff:

W I T N E S S E T H:

WHEREAS, the City has a Police Department which handles criminal cases falling within its jurisdiction for offenses occurring within the incorporated areas of Candler County; and

WHEREAS, the City Police Department makes arrests of offenders and must, at times, incarcerate said offenders; and

WHEREAS, Candler County has an obligation to construct and fund the operation of a jail (O.C.G.A. 36-9-5);

WHEREAS, the Sheriff is the jailer of the County (O.C.G.A. 42-4-1);

WHEREAS, the City believes it would be desirable to the taxpayers of both the City and County to house City inmates at the Candler County Jail; and

WHEREAS, the Candler County Sheriff has determined that he has sufficient manpower to house City inmates at the County jail and that there otherwise exists sufficient space at the County jail for same; and

WHEREAS, Candler County has duly resolved to opt-into the provisions of O.C.G.A. § 15-21-90 *et seq* (the Jail Construction and Staffing Act) and has thereby established the required "County Jail Fund" account and resolved to use the proceeds for those purposes authorized by O.C.G.A. 15-21-90 and as are further constrained by a certain Board of Commissioners-approved Resolution regarding the Jail Fund;

WHEREAS, the Candler County Sheriff, as chief jailor of the County, has the power and authority to assume custody, control and care over City inmates. (Griffin v. Chatham County, 244 Ga. 628 (Ga. 1979) (Sheriff had a duty enforceable in mandamus to accept city inmates where county and city entered into an intergovernmental agreement to house city inmates in the county jail)); and

WHEREAS, the parties agree that this IGA constitutes a more appropriate vehicle for the handling, custody and care of City inmates than for the two jurisdictions to have separate processes, facilities and requirements related to said inmates.

NOW, THEREFORE, it is agreed by and between the Candler County Sheriff, the City of Metter and Candler County as follows:

I. Housing of City Inmates, Cost of Services, Jail Fund Surcharge, Term

Candler County agrees that, during the term of this Agreement, City inmates may be housed in the Candler County Jail. The Sheriff of Candler County shall assume custody, control and care of City inmates housed in the Candler County Jail pursuant to the terms of this agreement beginning July 1, 2018. The City shall pay to the County the greater of \$35.00 per day, per inmate, for this service, or the annual amount collected by the City pursuant to the Jail Fund Surcharge collected by the City of Metter. Payment of the aforesaid amount shall first be satisfied pursuant to the Jail Fund Surcharge collected by the City and remitted to Candler County pursuant to the Jail Construction and Staffing Act (the "Act"). If the annual amount of Jail Fund surcharges paid by the City to Candler County is less than \$35.00 per day, per inmate, then the City shall pay to the County the amount of the difference. Jail Fund Surcharges are required to be paid by the City to the County by the tenth day of the month following the month in which the surcharge was collected.

The Parties shall determine the total amount paid to Candler County by the City for the preceding calendar year by June 30th, of the subsequent calendar year. If the annual amount paid to the County by the City is less than \$35.00 per day, per inmate, then the City shall tender sufficient funds to the County by July 30th in order to satisfy the minimum fee required for housing services rendered in the preceding year. If it is determined that the City paid Jail Fund surcharges equal to or are in excess of an amount that is equivalent of \$35.00 per day, per inmate, to the County during a calendar year - then no balance shall be due by the City and the County shall be entitled to retain all amounts tendered in the County's Jail Fund account and expended pursuant to duly adopted Resolutions controlling same. Additionally, and pursuant to State Law, the City shall

not be entitled to a refund or credit due to Jail Fund surcharge payments above an amount that is the equivalent of \$35.00 per day, per inmate, for the calendar year. It is agreed by all Parties that if the Jail Fund surcharge payments for any year exceed an amount that is the equivalent of \$35.00 per day, per inmate, that such an increase shall be deemed to correspond to an increase in the costs and services associated with those City Defendants and therefore a corresponding increase in the cost of housing City inmates for that year. All Jail Fund surcharge monies paid by the City to the County shall be retained in the County's Jail Fund account and expended pursuant to duly adopted Resolutions controlling same.

The initial term of this agreement shall be from July 1, 2018 through June 30, 2028. Thereafter, this IGA shall automatically renew on July 1st of each subsequent year for a full twelve-month term. This IGA shall continue to automatically renew annually for up to fifty years; however, any Party hereto may terminate this IGA as set forth in Section VIII. Once this IGA terminates, the City will no longer be authorized to collect and pay the Jail Fund surcharge, subject to any future amendments to the Act.

II. Services Provided

The Sheriff shall provide all usual and customary detention services to City inmates housed at the Candler County Jail as if they were County inmates. The determination of what medical care is necessary and what prescription or other medicines are required will be determined by the health care provider retained to provide health care services at the Candler County Jail.

If the Candler County Jail retained health care provider determines that a City Inmate requires medical treatment outside of the Candler County Jail or treatment that is not customarily provided in the Candler County Jail then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee, immediately. The inmate shall then be turned over to City custody and the

City shall transport the City inmate to the appropriate medical care facility unless emergency medical transport is required. Once the inmate is turned over to City custody the City shall be responsible for the detention of said inmate until such time as the inmate is returned to the Candler County Jail. The cost of any medical care provided to a City inmate at a location other than the Candler County Jail or care provided at the Candler County Jail that is customarily not performed at the Jail (i.e. for which the retained health care provider assesses an additional fee above their normal rate) shall be borne solely by the City. The cost of normal and customary medical care provided to City inmates while housed at the Candler County Jail shall be borne by the City

If the Candler County Jail health care provider or medical personnel at a medical facility determine that a City Inmate requires mental health treatment at a mental health facility outside of the Candler County Jail, then the Sheriff, or his designee, shall notify the City Chief of Police, or his designee. The Candler County Sheriff shall transport the inmate to the appropriate mental health facility outside of Candler County. In the event mental health facilities exist within Candler County appropriate in the determination of the Candler County Jail contract health care provider or medical personnel at a medical facility, the City shall then transport the City inmate to the appropriate medical care facility within Candler County. The cost of any mental health care provided to a City inmate at a location other than the Candler County Jail that is customarily not performed at the Jail (ie. for which the retained health care provider assesses an additional fee above their contract rate) shall be borne solely by the City.

III. Transportation

The City of Metter Police Department (MPD) shall be responsible for transporting all City inmates to the Candler County Jail for booking. MPD shall comply with the Candler County Jail's booking procedures. Additionally, the MPD shall be responsible for transporting all City inmates

for their court appearances, to include pick up from the Candler County Jail and return to the Jail after court. The MPD will also be responsible for transporting any City inmate for medical care needed as discussed in Section II.

IV. Booking and Bonding

City Inmates will be booked in at the Candler County Jail. All City Inmates shall be booked in using the City's ORI number (ORI #GA0580100). Any City inmate posting bond through a bonding company shall use a bonding company that has been approved by the City and by the Sheriff. All City Inmates shall be bonded using a City bond form. The City hereby grants authority to the Sheriff, or his designee, to sign each City bond form.

The Sheriff shall remit all bond monies received on behalf of City Inmates on the next business day.

City inmates may post property bonds subject to the same requirements of County property bonds.

V. Evidence and other Property

The City shall maintain custody of any and all evidence collected on any case in which a Defendant is arrested and booked into custody at the Candler County Jail. The Candler County Jail shall maintain all personal property of each City Inmate booked into custody at the jail. This personal property shall be returned to the City Inmate upon the inmate's release from custody.

VI. Insurance

The parties agree that City Inmates will be covered under Candler County's Insurance policy/Risk Management to the same extent as County Inmates for all periods of time wherein any such City Inmate is housed at the Candler County Jail and under the control of the Candler County Sheriff's Office. Otherwise, the Parties hereto agree that MPD officers shall be insured under City-

purchased liability insurance and that the Candler County Sheriff and all officers and jailers of the Candler County Sheriff shall be insured under County-purchased liability insurance. Nothing in this Agreement is intended or should be construed as suggesting that the Candler County Sheriff and the MPD are engaged in a joint undertaking for law enforcement functions, generally, and that this Agreement is limited to the housing of City Inmates in the Candler County Jail.

VII. Dispatch and access to E-911 radios

In addition to the consideration paid by Metter for jail services, the City also agrees to pay to the County, in equal monthly installments, \$65,000 per year to fund dispatch communication services from the Candler County Sheriff's Office to the MPD. For purposes of this Agreement, the phrase "dispatch services" shall mean the receipt by the Candler County Sheriff of both emergency dispatch communications from the Bulloch County PSAP and secondary dispatch communications and the relaying of said communications to the MPD. The City's annual payment shall be derived from any available revenue sources to Metter. No additional payment shall be required by the Metter during the term of this Agreement for access to and use of the Candler County emergency radio system, except it is expressly agreed that the City shall purchase its own radios and equipment and shall be required to use the same system as is used by the Candler County Sheriff's Office.

Dispatch services shall also include the receipt, recording, monitoring and transmission of all emergency and non-emergency telephonic or radio calls into the County's designated public safety answering point ("PSAP") to the appropriate first responder in Metter: the Metter Police Department, Metter Fire Department or the authorized emergency medical service provider within Metter. The County and Sheriff shall provide dispatch service in the same manner and means as that provided to the County and Sheriff personnel and shall ensure that such manner and means is

most effective and responsive. The County and Sheriff (or through its PSAP) shall use a computer automated dispatch program to assist in the dispatch, recording and monitoring of such calls. In the event that the County uses the County's radio system for public works, the system shall likewise be available for use by Metter public works.

VIII. Duration of Agreement

This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. This Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, and Chair of the Board of Commissioners or County Administrator, and the Candler County Sheriff, as the case may be.

IX. Miscellaneous

A. This IGA may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.

B. Each of the individuals who execute this IGA agrees and represents that he is authorized to execute this IGA on behalf of the respective governmental entity and further agrees and represents that this IGA has been duly passed upon by his respective government and spread upon the Minutes as required. Accordingly, the Sheriff, the City and Candler County both waive and release any right to contest the enforceability of this IGA based upon the execution and/or approval thereof.

IN WITNESS WHEREOF, the parties have caused this IGA to be executed under seal as of the date first written above.

SHERIFF OF CANDLER COUNTY

June Rojas
Sheriff's Witness

[Signature]
Sheriff John Miles

CITY OF METTER, GEORGIA

By: [Signature]
Mayor

To include a reference back to the DCA Form 2 for E-911/Radio/Dispatch services, and jail. —

Attest:

[Signature]
City Clerk

[AFFIX SEAL]

CANDLER COUNTY, GEORGIA

By: [Signature]
Chairman

To include a reference back to the DCA Form 2 for E-911/Radio/Dispatch services. [Signature] and jail.

Attest:

[Signature]
County Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

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

- In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 - Yes (if "Yes," you must attach additional documentation as described, below)
 - No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.
City of Metter	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.

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

No change is anticipated. The County will continue to provide for law enforcement within the unincorporated area and in Pulaski. Metter will provide the service within its jurisdiction.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: Library

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

a.) [X] Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): Statesboro Regional Public Libraries System (through the Candler County Library Board)

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

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

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

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

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

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

[X] No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Statesboro Regional Libraries Sys.	First apply fees, grants, rents, lease payments, and SPLOST funds, if applicable, the balance to be paid by contributions from the County, City, and School Board
Candler County	County's contribution shall be derived from a Special Service District using the sources of revenue specified in box 6
City of Metter	General funds and any other available revenue sources
Candler County BOE	School District's general fund and any other available revenue sources

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for the Operation, Services, and Funding of Library Services	City of Metter, Candler County, the Statesboro Regional Libraries System and the Candler County School District	

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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

INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND FUNDING OF LIBRARY SERVICES

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11th day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"), the Statesboro Regional Public Libraries System (hereinafter "Regional Library"), and the Candler County School District (hereinafter "School District"). Metter, the County, the Regional Library, and the School District shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

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

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the countywide provision of library services is currently provided by the Regional Library;

WHEREAS, the Parties – by duly approving this Agreement and spreading same upon the

minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of library services continue to be provided by the Regional Library and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I – PROVISION OF SERVICES

The Regional Library shall provide for the operations, management, maintenance and improvements to the L. C. Anderson Memorial Library (“Memorial Library”) located in Metter, Georgia, and associated library services for the benefit of both the unincorporated and incorporated areas of Candler County, Georgia and the School District.

ARTICLE II – JOINT FUNDING FOR PROVISION OF SERVICES

The Regional Library’s operation and services provided through the Memorial Library shall be funded as follows. The Regional Library shall establish its annual budget for the Memorial Library after first applying the Regional Library’s fees, grants, rents, lease payments, and SPLOST funds, if applicable, to the total costs of the Memorial Library’s operations, maintenance and capital improvements as apportioned to the Parties and the Regional Library. The balance of the budget shall be funded from payments made by the County, Metter, and School District, as set forth below.

1. *County Funding.* In the first year of this Agreement, the County shall pay to the Regional Library forty percent (40%) of the Regional Library’s Memorial Library budget balance based on the Regional Library’s approved budget for the Memorial Library, as amended, for its services as described in Article I of this Agreement (hereinafter “County Base Payment”). Even though over the term of this Agreement, the Regional Library’s subsequent annual budgets may increase for the Memorial Library, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Pay. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.

2. *Metter Funding.* In the first year of this Agreement, Metter shall pay to the Regional Library forty percent (40%) of the Regional Library’s Memorial Library budget balance based on the Regional Library’s approved budget for the Memorial Library, as amended, for its services as described in Article I of this Agreement (hereinafter “Metter Base Payment”). Even though over the term of this Agreement, the Regional Library’s subsequent annual budgets may increase for the Memorial Library, the Metter Base

and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs (“DCA”) that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the “Commencement Date”). This Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Chair of the Regional Library, and Chair of the Board of Commissioners or County Administrator, as the case may be. In the event this Agreement is revoked or otherwise terminated, Metter or the County may seek to review and revise the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, Metter or the County must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the revocation or termination of this Agreement, either Metter or the County may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27.

ARTICLE IV – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter’s Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE V – EFFECTIVE DATE

Payment shall not increase more than 5% from year to year unless Metter by resolution otherwise consents to increase the Metter Base Payment. The Metter Base Payment, as adjusted in accordance with this Agreement, shall be derived from Metter's General Fund and any other available revenue sources to Metter.

3. *School District Funding.* The School District shall pay to the Regional Library twenty percent (20%) of the Regional Library's Memorial Library budget balance based on the Regional Library's approved budget for the Memorial Library, as amended, for its services as described in Article I of this Agreement (hereinafter "School District Payment"). Should the School District not make the School District Payment for any year during this agreement for any reason, then the County will make the School District Payment for that year. In that situation, the County will pay to the Regional Library sixty percent (60%) of the Regional Library's Memorial Library budget balance based on the Regional Library's approved budget for the Memorial Library, as amended, for its services as described in Article I of this Agreement and Metter will pay to the other forty percent (40%). Even though over the term of this Agreement, the Regional Library's subsequent annual budgets may increase for the Memorial Library, the School District Base Payment shall not increase more than 5% from year to year unless the School District by resolution otherwise consents to increase the School District Base Payment. The School District Base Payment, as adjusted in accordance with this Agreement, shall be derived from the School District's General Fund and any other available revenue sources to the School District.

4. *Payment Example.* If the Regional Library's previous Memorial Library budgetary balance was one hundred thousand dollars (\$100,000), then in year one, the County would pay \$40,000, Metter would pay \$40,000, and the School District would pay \$20,000. In the event that the School District did not pay its share in year one, then the County would pay \$60,000 and Metter would pay \$40,000. If the Regional Library's subsequent year's budget for the Memorial Library showed an increase of 10% to \$110,000, the 5% cap would apply and the subsequent year's annual payment would be adjusted as follows, assuming the School District makes its payment:

- a. County Base Payment as adjusted: $\$40,000 + (\$40,000 \times .05) = \$42,000$
- b. Metter Base Payment as adjusted: $\$40,000 + (\$40,000 \times .05) = \$42,000$
- c. School District Payment as adjusted: $\$20,000 + (\$20,000 \times .05) = \$21,000$

14%
BAZ
2/15/12

Payments. The payments required in paragraphs one (1) and two (2) of this Article shall be divided and paid as billed by the Regional Library. The Regional Library shall submit invoices to County, Metter, and School District following the Commencement Date as defined below. The County, Metter, and School District shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.

ARTICLE III – DURATION OF AGREEMENT

This Agreement shall have a term of ten (10) years and shall become binding, enforceable

ARTICLE V – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Metter, Georgia

Edward Boyd
Mayor

Attest: Angie Carter
City Clerk
[seal]

Regional Library

James [Signature]
Chairman Director

Attest: Rebecca Smith
Secretary
[seal]

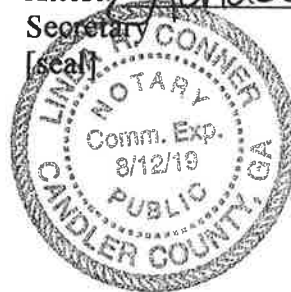
Candler County, Georgia

[Signature]
Chairman, Board of Commissioners

Attest: Melinda K. Dent
County Clerk
[seal]
School District
[Signature]
Superintendent

Superintendent

Attest: Linda Conner
Secretary
[seal]





SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY Service: Mapping/GIS

- 1. Check one box that best describes the agreed upon delivery arrangement for this service:
a.) Service will be provided countywide...
b.) Service will be provided only in the unincorporated portion...
c.) One or more cities will provide this service only within their incorporated boundaries...
d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (Checked)
e.) Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

- 2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
Yes (if "Yes," you must attach additional documentation as described, below)
No (Checked)

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.
City of Metter	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.
Town of Pulaski	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.

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

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: *Metter-Candler County Airport Authority*

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

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

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

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

No

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Metter-Candler County Airport Authority	First apply Authority's fees, fuel sales, grants, donations, rent and lease payments, and SPLOST, if applicable, with balance paid with 60% from the County and 40% from the City.
Candler County	The Special Service District comprised of the unincorporated area of the County using the sources of revenue specified in Box 6, below.
City of Metter	City's General Fund and any other available revenue sources.

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

The strategy changes the previous arrangement by clarifying the funding mechanism. Service will be provided pursuant to agreement attached.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement for the Operation, Services and Funding of the Airport Authority	City of Metter, Candler County, and Metter-Candler Airport Authority	

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

County shall adopt a resolution or ordinance creating a special service district with funds derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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

**INTERGOVERNMENTAL AGREEMENT FOR THE OPERATION, SERVICES, AND
FUNDING OF THE AIRPORT AUTHORITY**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11th day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"), and the Metter-Candler County Airport Authority (hereinafter "Authority"). Metter, the County, and the Authority shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which the County, Metter, and the Town of Pulaski, shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

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

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the Parties – by duly approving this Agreement and spreading same upon the minutes of each respective entity – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of services performed by the Authority shall be provided and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I – PROVISION OF SERVICES

The Authority shall provide for the operations, management and improvements, if any, to the Metter-Candler airport located in Metter, Georgia for the benefit of both the unincorporated and incorporated areas of Candler County, Georgia.

ARTICLE II – JOINT FUNDING FOR PROVISION OF SERVICES

The Authority's operation and services shall be funded as follows. The Authority shall establish its annual budget after first applying the Authority's fees, grants, rents, lease payments, donations, fuel sales, and SPLOST funds, if applicable, to the total costs of the Authority's operations, maintenance and capital improvements. Any remaining balance of the budget shall be funded from payments made by the County and Metter as set forth below.

1. *County Funding.* In the first year of this Agreement, the County shall pay to the Authority sixty percent (60%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "County Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the County Base Payment shall not increase more than 5% from year to year unless County by resolution otherwise consents to increase the County Base Pay. The County Base Payment, as adjusted in accordance with this Agreement, shall be derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County.
2. *Metter Funding.* In the first year of this Agreement, Metter shall pay to the Authority forty percent (40%) of the Authority's budget balance based on the Authority's approved budget for the preceding fiscal year (hereinafter "Metter Base Payment"). Even though over the term of this Agreement, the Authority's subsequent annual budgets may increase, the Metter Base Payment shall not increase more than 5% from year to year unless Metter by resolution otherwise consents to increase the Metter Base Payment. The Metter Base Payment, as adjusted in accordance with this Agreement, shall be derived from Metter's General Fund and any other available revenue sources to Metter.
3. *Payment Example.* If the Authority's previous budgetary balance was one hundred thousand dollars (\$100,000), then in year one, the County would pay \$60,000 and Metter would pay \$40,000. If the Authority's subsequent year's budget showed an increase of 10% to \$110,000, the 5% cap would apply and the subsequent year's annual payment would be adjusted as follows:
 - a. County Base Payment as adjusted: $\$60,000 + (\$60,000 \times .05) = \$63,000$



b. Metter Base Payment as adjusted: $\$40,000 + (\$40,000 \times .05) = \$42,000$

4. *Payments.* The payments required in paragraphs one (1) and two (2) of this Article shall be divided and paid in equal monthly installments to the Authority. The Authority shall submit a monthly invoice to County and Metter on the first of every month starting with the month following the Commencement Date as defined below. County and Metter shall pay the amount prescribed in the invoice, to the extent such invoice is consistent with this Agreement, within thirty (30) days after the date of the invoice.

ARTICLE III – LAWN CARE

During the term of this Agreement, Metter will provide lawncare, to include routine mowing, to the grounds of the Airport Authority.

ARTICLE IV – DURATION OF AGREEMENT

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs (“DCA”) that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the “Commencement Date”). In addition to its natural expiration, this Agreement shall terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Chair of the Authority, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement expires, is revoked, or otherwise terminated, any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation, or termination of this Agreement.

ARTICLE V – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter’s Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters

set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.

- 3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
- 4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
- 5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
- 6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE VI – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity’s respective seals hereto.

City of Metter, Georgia

[Signature]
Mayor

Attest: [Signature]
City Clerk

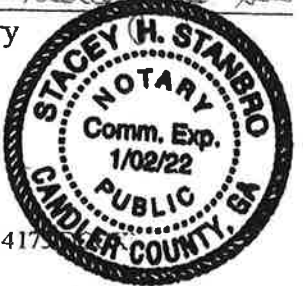
[seal]

Metter-Candler County Airport Authority

[Signature]
Chairman

Attest: [Signature]
Secretary

[seal]



Candler County, Georgia

[Signature]
Chairman, Board of Commissioners

Attest: [Signature]
County Clerk





SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY Service: Metter Fire and Rescue

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

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
City of Metter	First, apply fees, fines, grants, donations, then SPLOST, if applicable, then the Town and County contributions, with the balance paid from the General Fund.
Town of Pulaski	Any available revenue source.
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue specified in Box 6, below.

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

The strategy changes the previous arrangement by an expansion of the service area and the funding mechanism. This service will be funded in accordance with the attached agreement.

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

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement between the City of Metter, Town of Pulaski and Candler County GA for the Provision and Funding of Fire & Rescue Services	City of Metter, Town of Pulaski, and Candler County	

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County with funds derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF METTER, TOWN OF PULASKI, AND CANDLER COUNTY, GEORGIA, FOR THE
PROVISION AND FUNDING OF FIRE AND RESCUE SERVICES**

This Service Delivery Intergovernmental Agreement (hereinafter the "Agreement") is entered into this 11th day of June, 2018 by and between the City of Metter, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Metter"), the Town of Pulaski, Georgia, a municipal subdivision acting by and through its Mayor and Council (hereinafter "Pulaski"), and Candler County, Georgia, a political subdivision acting by and through its Board of Commissioners (hereinafter "County"). Metter, Pulaski, and the County shall be collectively referred to as the "Parties."

WHEREAS, the Service Delivery Strategy Act, O.C.G.A. § 36-70-20, et. seq. (hereinafter the "Act"), mandates that the County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Metter, Pulaski, and the County shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens within the County;

WHEREAS, the Georgia Constitution provides that cities and counties may contract with one another for "*for the provision of services, or for the joint or separate use of facilities or equipment [so long as]... such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.*" (Ga. Const., Art. 9, Section 2, Para. 1);

WHEREAS, the Georgia Constitution also anticipates that cities and counties will, when beneficial and in the best interests of the citizens and residents of the jurisdiction, enter into intergovernmental agreements to optimize the delivery of services that are either jointly or individually provided (Ga. Const., Art. 9, Section 2, Para. 3);

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

WHEREAS, the Act places an emphasis on city and county governments working together to "minimize inefficiencies resulting from duplication of services and competition between local governments and to provide a mechanism to resolve disputes over local government service delivery, funding equity, and land use. The local government service delivery process should result in the minimization of noncompatible municipal and county land use plans and in a simple, concise agreement describing which local governments will provide which service in specified areas within a county and how provision of such services will be funded...;"

WHEREAS, the provision of Fire and Rescue services within unincorporated Candler County and the Town of Pulaski is currently provided by the City of Metter Fire and Rescue Department ("Fire Department");

WHEREAS, the Parties – by duly approving this Intergovernmental Agreement (“Agreement”) and spreading same upon the minutes of each respective governing authority – do hereby declare that it is in the best interests of the citizens in each of their respective jurisdictions that the provision of Fire and Rescue services continue to be provided by the Fire Department and funded as set forth in this Agreement.

NOW, THEREFORE, and based upon the preamble above as well as the exchange of good and adequate consideration, the receipt and exchange of which are acknowledged by the signatures below, do hereby agree to the following:

ARTICLE I – FIRE PROTECTION AND RESCUE

The Metter Fire Department shall provide fire protection and rescue services in both the incorporated and unincorporated areas of Candler County, Georgia.

ARTICLE II – BUDGETARY PROCESS

1. Metter shall prepare its annual budget for the Fire Department by dividing it into two (2) sections, namely: one for the operation and maintenance budgetary needs and one for the capital outlay budgetary needs.
2. Prior to any budgetary hearings being held, or any action taken to approve any budget request for the Fire Department, such annual budget shall be submitted to the Budget Review Committee.
3. The Budget Review Committee shall be composed of one member designated by Metter, one member designated by the County, and one member designated by Pulaski. The members so designated may be elected officials, employees, or residents of the designating jurisdiction, provided that each member shall be at least 18 years of age. Each such member shall be appointed by a majority vote of the governing authority for Metter, the County, and Pulaski, respectively, and shall serve at the pleasure of the governing authority for such designating jurisdiction.
4. Before April 1 of each year, the Budget Review Committee shall meet with the Fire Chief regarding the proposed budget requests to make recommendations and provide input in the budgetary process. Such recommendations and input are not binding on Metter and shall require no action by Metter. But, it is the intent of this Agreement to allow for the County and Pulaski to increase its participation in the budgetary process through the creation of a formal outlet for the provision of recommendations and input. Further, it is the expectation of the Parties that the Metter Fire Chief shall fully cooperate with the Budget Review Committee in answering questions and otherwise providing support and backup for any such request as well as responding to concerns and questions raised by the Budget Review Committee.
5. The Parties expressly acknowledge that the Budget Review Committee shall have no authority with respect to the operation and day-to-day affairs of the Fire Department and

will confine its review and recommendations to budget appropriations for the operation and maintenance and capital outlay funding for the Fire Department.

ARTICLE III – FUNDING FOR BUDGETED OPERATIONS AND MAINTENANCE

1. After considering the recommendation of the Budget Review Committee, the Metter City Council shall provide its approved budget for operations and maintenance (“O&M”) to the County’s Board of Commissioners following the May Council Meeting each year, unless delayed by unavoidable circumstances.
2. Metter shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department and the County shall pay fifty (50) percent of the approved budgetary costs for the operation and maintenance of Metter’s Fire Department. Pulaski’s portion of the funding shall be accomplished through its contribution toward capital outlay projects.
3. During the first thirty (30) days after receipt of the approved budget, any party shall have the right to opt out of this Agreement by giving notice thereof to the other parties. Metter will continue to provide the services contemplated by this Agreement for the period and rates described in Sub-Paragraphs (a) and (b) below as applicable based on whether the County or Pulaski is the party giving such notice.
 - a. If the County decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide fire and rescue services to the County for a period of up to two (2) years at the rate of fifty (50) percent of the O&M budget for the last full budgetary year that preceded the year in which such notice is given. For example, if the O&M budget for the last full budgetary year that preceded the year in which such notice is given was \$100,000, then the County would pay Metter \$50,000 per year for up to two years after the County provided notice to Metter that the County would be opting out of this Agreement.
 - b. If Pulaski decides to opt out of this Agreement, it shall give notice to Metter within the thirty (30) day period set forth in this Paragraph 3. If such notice is provided, Metter agrees to provide Fire and Rescue services to the Town of Pulaski for a period of up to two (2) years in exchange for Pulaski’s continued contribution toward capital outlay projects in the same amount as Pulaski contributed during the last full budgetary year that preceded the year in which such notice was given. For example, if Pulaski contributed \$50,000 toward capital outlay projects during the last full budgetary year that preceded the year in which such notice was given, then Pulaski would pay Metter \$50,000 per year for up to two years after Pulaski provided notice to Metter that Pulaski would be opting out of this Agreement.
4. The Funding necessary for the budgeted capital outlay expenditures shall be provided as set forth in Article IV.

ARTICLE IV – FUNDING FOR BUDGETED CAPITAL OUTLAY EXPENDITURES

With respect to the annual budget requests/appropriations for capital outlay expenditures, such as real property, buildings, vehicles, or equipment the following rules shall apply:

1. Metter shall determine what equipment it needs to properly operate its Fire Department so that it can provide adequate fire and rescue services to all areas of Candler County. The equipment acquired by Metter to operate said facilities for said purposes shall be purchased by Metter and paid for as hereinafter provided.
2. Metter, Pulaski, and the County shall determine what real property and buildings are required within their respective jurisdictions that will maximize efficiency and fire service delivery and shall, absent extenuating circumstances, independently acquire the real property and construct the buildings to be used by Metter in providing countywide fire and rescue services. Such fire stations shall be equipped and furnished with such items as will be necessary to operate such fire stations in accordance with approved standards set forth by the National Fire Protection Association, Insurance Services Office, or the Georgia Firefighters Standards and Training Council, as the Fire Chief deems applicable.
3. After considering the recommendation of the Budget Review Committee, Metter shall identify in its budget whether a proposed capital outlay budget expenditure is intended to serve the countywide fire system or is intended to primarily serve the incorporated area of Metter, Pulaski, or the unincorporated area of Candler County, as applicable.
 - a. In the event a proposed capital expenditure is determined to provide a benefit to both the incorporated and unincorporated areas of the County, upon approval by the funding governing authorities, Metter shall pay fifty (50) percent of such costs and the County shall pay fifty (50) percent of such costs.
 - b. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Metter, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Metter.
 - c. In the event a proposed capital expenditure is determined to provide a benefit primarily to the incorporated area of Pulaski, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by Pulaski.
 - d. In the event a proposed capital expenditure is determined to provide a benefit primarily to the unincorporated area of the County, and the funding governing authority approves same, such capital expenditure shall be funded 100 percent by the County from the funding sources contemplated in Article V.
4. After the effective date of this Agreement, title to any real property, buildings, vehicles, or equipment that are paid for 100 percent by a particular jurisdiction shall be and remain titled in the name of the purchasing jurisdiction, which shall also insure such real property, buildings, and vehicles, as the case may be. For example, if the County funds the purchase

of a fire truck 100 percent, then said fire truck shall be titled in the name of the County, and the County shall maintain insurance on such fire truck. During the term of this Agreement, however, the purchasing jurisdiction consents to the use of any such real property, buildings, vehicles, or equipment, exclusively by the Metter Fire Department for the purposes of providing the fire and rescue services contemplated in this Agreement. There shall be no additional charge for such use by the Fire Department beyond the exchange of the consideration set forth in this Agreement. In the event a capital expenditure is jointly funded, title to same shall be vested in Metter; but, it is the expectation of the Parties that jointly funded capital expenditures will be limited to vehicles and equipment as the cost for real property and buildings is anticipated to be borne exclusively by the Party within whose jurisdictional boundary the property and building is located.

5. With respect to the items of property referenced in Paragraph 4 of this Article above, the jurisdiction retaining title shall be responsible for any maintenance necessary on real property. During the term of this Agreement, however, Metter shall perform any required maintenance on any vehicles, buildings, and equipment and the cost of such maintenance shall be included in the budget section for maintenance and operation of the Fire Department under Article II and for which the cost of such maintenance will be shared 50-50 by the County and Metter.
6. In the event that any party opts out of this Agreement by giving notice thereof to the other parties in accordance with Article III, Paragraph 3, of this Agreement, then such capital outlay purchases shall be distributed as follows:
 - a. With respect to capital outlay purchases that were paid for 100 percent by Metter, Pulaski, or the County, respectively, such property shall be retained by the local government that paid for such items and possession shall be transferred by Metter to such other appropriate local government at the conclusion of the two-year service period contemplated under Article III, Paragraph 3.
 - b. With respect to capital outlay purchases that were jointly funded, Metter shall have the right of first refusal regarding the retention of such capital outlay purchases. Any capital outlay purchases to which Metter does not exercise its right of first refusal, may be acquired by the County. Regardless of whether such items are retained by Metter or acquired by the County, Metter or the County shall reimburse the other as applicable for the amount of contribution toward the purchase of such capital outlay expenditure in accordance with the following formula:
 - i. If three (3) full years or less have passed since the original date of purchase, then the party obtaining a particular item purchased as part of a capital outlay expenditure shall pay to the non-obtaining party (i.e., Metter or the County, whatever the case may be) fifty (50) percent of the original purchase price.

- ii. Following the passage of three (3) years from the original date of purchase, the reimbursement amount the party obtaining such item shall pay to the non-obtaining party is the amount contemplated under Subparagraph (b)(i) of this Paragraph, less five percent for each year following the passage of three years from the original date of purchase. For example, beginning in year four following the original date of purchase, the reimbursement amount shall be reduced to forty-five (45) percent, continuing onward at a reduction by five (5) percent per year from the beginning of the fourth year to the expiration of the ninth year following the original date of purchase.
 - iii. Beginning with the tenth year following the original date of purchase for any item purchased as part of a capital outlay expenditure, such item shall not be subject to the formula set forth above and may be retained at no charge by either Metter or Candler (with Metter having a right of first refusal) or declared surplus and sold by Metter at its option.
 - iv. All items transferred hereunder shall be titled in the new owner.
7. Notwithstanding any other provision of this Agreement, after the effective date of this Agreement, any equipment designated for fire services use in the unincorporated area of the County and acquired through long-term lease from the Georgia Forestry Commission by the County will be transferred at no cost to the County in the event of opt out.

ARTICLE V – COUNTY FUNDS

Candler County's funding of all operational and maintenance budget items identified in this Agreement shall come from any unincorporated revenues derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from a special service district consisting of exclusively the unincorporated areas of the County. This same arrangement will be used for the funding of capital outlay projects. The Parties, however, may fund capital items from their respective share of SPLOST funds.

ARTICLE VI – USE OF INFRASTRUCTURE

Notwithstanding any other term or provision in this Agreement, and so long as this Agreement remains in effect, all land, buildings, and equipment purchased by the Parties for fire protection, shall be available for use by the Fire Department in responding to any emergency or fire event, irrespective of ownership, the source of funding for the item, the location of the land, building, equipment, fire event, or emergency.

ARTICLE VII – METTER AS AGENT OF COUNTY, AND PULASKI

In providing the services to be provided by this Agreement, Metter shall be acting as the agent for the County when such services are to be provided or provided in the unincorporated area, and as the agent for Pulaski when such services are to be provided or provided in the incorporated area of Pulaski. Accordingly, Metter shall be entitled to the protections and immunities afforded either local government pursuant to the Georgia Constitution as well as other general and local laws.

ARTICLE VIII – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the extent allowed by law, Pulaski and the County agree to indemnify and hold Metter harmless for any and all claims, suits, demands, judgments, and the like, etc..., that may arise out of or related to Metter’s provision of fire and rescue services under this Agreement when such services are to be provided or provided in the unincorporated area of the County or the incorporated area of Pulaski, as appropriate.

ARTICLE IX – INTERPLAY WITH EMERGENCY MEDICAL SERVICES

Nothing in this Agreement shall be construed to waive or forbear the right of Metter or Pulaski to apply for a license and a service zone to provide ambulance and/or emergency medical services (“EMS”) within their respective corporate limits. The County agrees that upon its providing notice of opting out of this Agreement, or revocation of this Agreement, the County shall not object or otherwise interfere with Metter or Pulaski, or both, seeking a license and a service zone to provide ambulance and/or EMS within their respective corporate limits. It is expressly agreed and acknowledged that this provision shall survive the expiration, revocation or termination of this Agreement.

ARTICLE X – DURATION OF AGREEMENT

1. This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth below. The commencement date shall occur upon notification by the Georgia Department of Community Affairs (“DCA”) that the Service Delivery Strategy which includes this Agreement has been verified by DCA in accordance with O.C.G.A. § 36-70-26 (herein the “Commencement Date”). This Agreement shall also terminate upon notification by DCA that the Service Delivery Strategy which includes this Agreement has expired. Also, except as otherwise provided in Article III, this Agreement may be revoked by any of the Parties upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Metter and Mayor of Metter, the Mayor of Pulaski, and Chair of the Board of Commissioners or County Administrator, as the case may be.
2. In the event this Agreement is revoked or otherwise terminated pursuant to this Article, services contemplated hereunder shall cease upon termination and any party may seek to review and revise this Agreement and the Service Delivery Strategy of which this Agreement is a part by providing formal notice to the other Parties of such intent. In the event an agreement cannot be reached within thirty (30) days of such notice, the

Parties must thereafter submit the dispute to mediation within the following thirty (30) days. If a dispute remains following the expiration of 180 days from the expiration, revocation, or termination of this Agreement, any party may file the appropriate petition under O.C.G.A. § 36-70-25.1(d) regardless of whether DCA has imposed or provided notice of the imposition of sanctions pursuant to O.C.G.A. § 36-70-27. This paragraph shall survive expiration, revocation or termination.

3. In the event this Agreement is revoked or terminates as set forth in this Article X, the capital asset disposition rights in Article IV shall nonetheless remain in full force and effect. A renewal or new Intergovernmental Agreement, executed with the same formalities and the same Parties as the present Agreement, may determine an alternative disposition method for capital assets.

ARTICLE XI – MISCELLANEOUS

1. *Severability.* The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement or any other form or agreement associated with the County and Metter's Service Delivery Strategy, which shall remain in full force and effect.
2. *Merger Clause.* All previous oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supersede any previous oral agreements between the parties.
3. *Applicable Law.* The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.
4. *Amendment and Modification of Agreement.* Unless otherwise provided by law or as expressly provided herein, any amendments, changes, additions, or deletions to or from this Agreement shall be made in writing upon the mutual agreement of the Parties, validly adopted and approved, and spread upon the minutes of the respective entities.
5. *Binding Effect.* This Agreement shall be binding upon Parties and their agents and successors.
6. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

ARTICLE XII – EFFECTIVE DATE

This Agreement shall become binding on the Parties and effective on the date specified in the preamble this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of

IN WITNESS WHEREOF, the parties hereto have duly approved this Agreement and have authorized their respective officers specified below to execute their names and date of signature hereto and affix their entity's respective seals hereto.

City of Metter, Georgia

Edward Boyd
Mayor

Attest: Angel Collier
City Clerk

Town of Pulaski, Georgia

Ray W. Halli
Mayor

Attest: Alana Siko
City Clerk

Candler County, Georgia

[Signature]
Chairman, Board of Commissioners

Attest: Maramba K. Dant
County Clerk





SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: *Metter Municipal Court*

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Metter	First, apply fines and fees, then Grant and SPLOST funds if applicable, with balance, if any, paid from General Funds

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed: _____

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

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



SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

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COUNTY: CANDLER COUNTY Service: Metter Parking

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Metter	First apply fees collected for the provision of the service, grant, SPLOST, and transportation sales tax funds if applicable, with balance, if any, paid from
	Funds.

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: CANDLER COUNTY

Service: *Metter Sewer/Wastewater*

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Metter	First, apply fees collected for the provision of the service, then Enterprise Funds, grant and SPLOST funds, if applicable, with balance, if any, paid from General Funds.

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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

Metter Water / Sewer System



Legend

Light Gray Canvas Reference

- Hydrants
- Hydrant/Valves
- ⊖ Manholes
- Ⓜ Pumps/Station
- Elevated/Water/Tanks
- Water/Tanks
- Catchment/Valves
- Water/Treatment/Plant
- Sewer/Lines
- ▭ Outdoor/Pond



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

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COUNTY: CANDLER COUNTY

Service: *Metter Water*

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

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

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

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

No

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Metter	First apply fees collected for the provision of the service, then enterprise fees, grant and SPLOST funds, if applicable, with balance, if any, paid from general funds.

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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

Metter Water / Sewer System

005



Legend

- Light Gray Camera Reference
- Hydrant
- HydroValves
- Manholes
- Pumpstation
- ElevatedWaterTank
- WaterValves
- WaterTreatmentPlant
- SewerLines
- OxidationPond



SERVICE DELIVERY STRATEGY

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COUNTY: CANDLER COUNTY

Service: Parks

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

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

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

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

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

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.
City of Metter	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.
Town of Pulaski	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.

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

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



the





SERVICE DELIVERY STRATEGY
FORM 2: Summary of Service Delivery Arrangements

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

Table with 2 columns: COUNTY: CANDLER COUNTY and Service: Planning and Zoning

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

- a.) Service will be provided countywide...
b.) Service will be provided only in the unincorporated portion...
c.) One or more cities will provide this service only within their incorporated boundaries...
d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas.
e.) Other

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

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

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service...)

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

SDS FORM 2, continued

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

Local Government or Authority	Funding Method
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue in Box 6, below.
City of Metter	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.
Town of Pulaski	First apply fees collected for the provision of the service, grant and SPLOST funds if applicable, with balance paid from general fund.

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

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

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

Agreement Name	Contracting Parties	Effective and Ending Dates

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

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County, with funding derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: *County Probation Services*

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

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

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

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

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

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

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

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

No

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

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

SDS FORM 2, continued

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

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

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY: CANDLER COUNTY

Service: Metter Probation Services

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
City of Metter	Fees

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

N/A

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
Phone number: **912/685-6289 (Metter) 912//685-2835 (Candler)** Date completed:

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

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



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

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

COUNTY:CANDLER COUNTY

Service:Public Health

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

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

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

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

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
Candler County	First, apply fees collected for the provision of the service, grant and SPLOST funds if applicable, to the costs of the service with balance paid from County General Funds.

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

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>

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

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

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

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