



**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:**TYPE COUNTY NAME HERE

**Service:** *Type the Name of the Service to be Provided Here*

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.): **Type Name of Government, Authority or Organization Here**
  
- 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.): **Type Name of Government, Authority or Organization Here**
  
- 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: **Type Name of Government, Authority or Organization Here**
  
- 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.): **Type Name of Government, Authority or Organization Here**
  
- 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.): **Type Name of Government, Authority or Organization Here**

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.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here
Type Gov't/Authority Name Here	Detail Funding Here

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

Provide Details Here

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

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End
Name Agreement Here	List Contracting Parties Here	Effective - End

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?

Provide Details Here

7. Person completing form: **Type Your Name & Title Here**

Phone number: **Type Your Phone Number Here**      Date completed: Type Date Here

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

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

**TYPE CONTACT NAME, TITLE & PHONE HERE**

GOVERNMENT SERVICES  
**COURT SERVICES**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, is made and entered into this \_\_\_\_ day of October, 2022, by and among **Whitfield County, Georgia**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the “County”), the **cities of Dalton, Varnell and Tunnel Hill** and the **Town of Cohutta**, municipal corporations organized and existing under the laws of the State of Georgia, (hereinafter referred to collectively as the “Cities” and individually as a “City” or “Town”) and **Chris Griffin, Chief Magistrate of Whitfield County** (hereinafter referred to as the “Magistrate.”)

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

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

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

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

**WITNESSETH**

**1. Description of Current Service Delivery Arrangement.**

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

The City of Dalton, City of Varnell, City of Tunnel Hill, and Town of Cohutta maintain Municipal Courts, which hear and adjudicate matters which arise within their respective corporate limits, and which are within their subject matter jurisdiction as established by applicable law. Those Municipal Courts do not have jurisdiction over

matters which arise outside the corporate limits of the City in which they are located. Thus, no possibility of duplication exists in the provision of court services in Whitfield County through the above-referenced Municipal Courts.

The Magistrate Court currently provides First Appearance Bond Hearings for the various Municipal Courts at a cost of fifteen dollars (\$15.00) per City Detainee or City Inmate, as evidenced by Chief Magistrate Chris Griffin joining this Agreement as signatory. Either the Magistrate Court or any City or Town may withdraw from the Magistrate Court provision of First Appearance Bond Hearings with not less than thirty (30) days written notice to all parties hereto.

## **2. Future Service Delivery Strategy.**

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

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

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

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

### **Whitfield County, Georgia**

By: \_\_\_\_\_  
Chris Griffin, Chief Magistrate

By: \_\_\_\_\_  
Jevin S. Jensen, Chairman

Attest:

\_\_\_\_\_  
Blanca Cardona,  
County Clerk  
(SEAL)

## **City of Dalton, Georgia**

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David Pennington III,  
Mayor

Attest:

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Bernadette Chattam,  
City Clerk  
(SEAL)

## **Town of Cohutta, Georgia**

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Ron Shinnick,  
Mayor

Attest:

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Pamela Shinnick  
City Clerk  
(SEAL)

## **City of Tunnel Hill, Georgia**

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Kenny Gowin,  
Mayor

**Attest:**

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Melinda Griffin  
City Clerk  
(SEAL)

**City of Varnell, Georgia**

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Tom Dickson,  
Mayor

Attest:

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Jamie Nance  
City Clerk  
(SEAL)