



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**

PUBLIC SAFETY  
**INMATE HOUSING AND MANAGEMENT**  
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, 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 **Scott Chitwood, Sheriff of Whitfield County** (hereinafter referred to as the “Sheriff.”)

**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;

**WHEREAS,** the Sheriff operates an inmate housing facility known as the Whitfield County Correctional Center or sometimes more commonly as the Whitfield County Jail; and

**WHEREAS,** the Cities desire to have City or Town Detainees (as hereinafter defined) and inmates housed and managed at the Whitfield County Jail; and

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

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

**ARTICLE I**  
**DEFINITIONS**

“City Detainee” shall mean any person arrested for any violation of a City (or Town) ordinance or a statute which will be adjudicated by a Municipal Court, and who is remanded to the custody of the Sheriff;

“City Inmate” shall mean any person sentenced to incarceration by a Municipal Court and serving said sentence in the Jail;

“Jail” shall mean the inmate housing facility operated by the Sheriff and known as the Whitfield County Jail;

“Jail Day” shall mean twelve midnight (12:00 a.m.) to the following 11:59 p.m., or any portion thereof commencing when any person is remanded to the custody of the Sheriff.

“Municipal Court” shall mean the respective municipal courts of the Cities;

“Non-City Detainee” shall mean any person arrested for a violation of any statute or County ordinance, remanded to the custody of the Sheriff, and whose case will not be adjudicated in a Municipal Court;

“Non-City Inmate” shall mean any person remanded to the custody of the Sheriff and whose case was not adjudicated by a Municipal Court.

## **ARTICLE II DUTIES OF THE CITIES**

- A. Each City or Town shall transport its City Detainees and City Inmates to and from the Jail whenever any such transportation is required. This transportation shall include all transport to and from any medical facility.
- B. A City or Town shall pay only medical costs incurred on behalf of its City Detainees and City Inmates which are the result of any injury or medical problems which occurred or arose during the course of arrest or after arrest, but prior to the City Detainees and City Inmates being placed in the custody of Sheriff. All other costs for medical emergency or medical treatment shall be paid by the Sheriff, in compliance with state law once the Sheriff (by and through the on-duty Intake Officer) has accepted responsibility for such City Detainee or City Inmate. Prior to taking any City Detainee or City Inmate into custody, the Sheriff may reject any City Detainee or City Inmate in accordance with **O.C.G.A. §42-4-12** and further may reject any City Detainee in obvious medical distress, which may include, but not be limited to, excessive intoxication or chronic illness.
- C. Each City or Town attempting to place any City Inmate in the custody of the Sheriff shall supply all forms, documents or other information required either by any such City or Town or required by the Sheriff for use with City Detainees and City Inmates.
- D. If a person is injured upon arrest by City or Town law enforcement officers, then the responsible City or Town shall obtain a signed medical clearance for incarceration from Hamilton Medical Center before such person is remanded to the custody of the Sheriff.

## **ARTICLE III**

## **DUTIES OF THE COUNTY AND THE SHERIFF**

- A. The Sheriff shall be solely responsible for the operation and maintenance of the Jail, and all costs associated therewith as may be appropriated by the County, during the term of this Agreement.
- B. The Sheriff shall keep accurate and detailed records of all sums, proceeds and financial transactions of all kinds conducted in relation to the management and housing of City Detainees and City Inmates. The Sheriff shall have the Jail financial records audited at least annually and such records shall be made available, as reasonably requested, to the Cities for inspection. Notwithstanding the foregoing, any of the Cities or Town shall have the right to audit the Jail financial records annually upon reasonable notice at its expense.
- C. The Sheriff shall keep accurate and detailed records of all complaints, incidents, and occurrences involving City Detainees and City Inmates coming into the custody and control of the Sheriff and such records shall be made available upon request for inspection upon reasonable notice.
- D. The Sheriff shall provide adequate, appropriate, and lawful housing, medical care, food service, safety and other appropriate conditions or services, as mandated by federal or state law to the City Detainees and City Inmates from the time he or she is delivered into the Sheriff's custody until the time he or she is released from the Sheriff's custody.
- E. All appearance bonds, cash, and property bonds given for the release from the Jail of a City Inmate shall be processed and accurately accounted for by the Sheriff.

## **ARTICLE IV TERM; TERMINATION**

- A. This Agreement shall become effective upon final execution by all signatories hereto (the "Effective Date") and shall continue for so long as the local option sales tax allocations, as set forth in the local option sales tax certificate executed by the parties hereto on or about August 8, 2022 shall be in force and effect unless sooner terminated as provided herein or as provided by law. In any event, this Agreement will terminate on the tenth (10<sup>th</sup>) anniversary of the Effective Date.
- B. Notwithstanding the preceding paragraph, (i) the County and/or the Sheriff may terminate this Agreement as to any City that is in material breach of this Agreement and fails to cure such breach not later than thirty (30) days after written notice which describes the breach in detail or (ii) a City may withdraw as a party to this Agreement upon not less than sixty (60) days written notice to the County and the payment of all sums due the County hereunder.

## **ARTICLE V CONSIDERATION FOR AGREEMENT**

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

- A. For the Remainder of calendar year 2022, each of the Cities shall pay to the County the sum of **\$58.79** per Jail Day to house City Inmates in the Jail (the “Inmate Rate.”). During the month of January during each successive year that this Agreement remains in force and effect (and prior to January billing for the Cities,) the County shall calculate any increase or decrease in the Inmate Rate for that year based upon the most current Consumer Price Index (CPI) figures available at that time. The County shall provide notice as early as practicable during January of the recalculated Inmate Rate for the ensuing year.
- B. The Inmate Rate shall accrue upon the Sheriff taking custody of a City Detainee or City Inmate and shall apply without regard to the fact the City Detainee or City Inmate is released prior to the end of the Jail Day in which the City Detainee or City Inmate was booked into the Jail. Notwithstanding any other provision contained herein, a minimum of one (1) day at the then-applicable Inmate Rate shall accrue for any City Detainee or City Inmate booked into the Jail and accepted into the custody of the Sheriff.
- C. A City shall not be charged the Inmate Rate for (i) a City Detainee or City Inmate who is concurrently a Non-City Detainee or Non-City Inmate, or (ii) a City Detainee or City Inmate who remains incarcerated after serving the sentence imposed by a Municipal Court due to state or other non-City charges.
- D. The responsible City shall pay the Sheriff a fee for processing and accounting for any appearance or other bonds, cash, or property bonds given for the release from the Jail of a City Inmate in the amount of \$5.00 for each processed bond. The responsible city shall retrieve from the Sheriff any bond proceeds and any related court or other documents not less than weekly.
- E. The Cities shall all continue to assess, collect, and remit to the County, in addition to the Inmate Rate, the 10% Jail fee fund permitted by State law.
- F. To the extent practicable with respect to space and personnel allocation and other court schedules, the Sheriff expects that ordinarily the Jail would be able to accommodate remote proceedings via computer for City Detainees and City Inmates.
- G. The County will provide each City an itemized monthly invoice no later than the fifth day of the following month. The amount invoiced shall be payable no later than fifteen (15) days after the invoice delivery date and shall be accompanied by a written statement of any disputed charges or other claims for credit by the City. The disputing City and the County will attempt to resolve the disputed charges or other claims for credit prior to the issuance of the next invoice. If the disputing City and the County cannot resolve the disputed charges or other claims for credit prior to the due date of the next invoice, then the disputed amount shall be escrowed with the disputing City Attorney’s trust account until resolved.

## ARTICLE VI

## MISCELLANEOUS

- A. Any party to this Agreement shall have the right to terminate this Agreement for an uncured material breach by serving thirty (30) days written notice upon all other parties hereto. Provided, however, if the party desiring to terminate is a City, then such action shall be deemed a withdrawal from this Agreement by the City and this Agreement shall continue with the remaining parties.
- B. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
- C. This Agreement may not be assigned by either party hereto without written agreement signed by all parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- D. The captions used in this agreement are inserted for convenience only and shall not constitute a part hereof.
- E. No waiver by either party of any default by the other party in the performance of any provision of this agreement shall operate as to be construed as a waiver of any future default, whether like of different in character.
- F. This agreement shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this agreement as of the day and year first above written.

**Whitfield County, Georgia**

By: \_\_\_\_\_  
Scott Chitwood, Whitfield County Sheriff

**Whitfield County, Georgia**

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

Attest:

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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)