



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: <i>Type the Name of the Service to be Provided Here</i>
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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.).

Local Government or Authority	Funding Method
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:

Agreement Name	Contracting Parties	Effective and Ending Dates
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 WORKS

**ROAD, STREET, BRIDGE, STREET LIGHT,
AND TRAFFIC CONTROL/ENGINEERING
CONSTRUCTION AND MAINTENANCE**

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.”)

WHEREAS, OCGA §36-7-20 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 Road, Street, Bridge, Street Light and Traffic/Control Engineering Construction and Maintenance within Whitfield County:

WITNESSETH

- 1. Description of Current Service Delivery Arrangement between Whitfield County and the Town of Cohutta, and the Cities of Tunnel Hill and Varnell for Road and Bridge Construction and Maintenance.**

Excluding public roads and bridges located within Whitfield County that are directly constructed by and/or maintained by the United States federal government or

by the State of Georgia, Whitfield County shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within unincorporated Whitfield County, Georgia, within the Town of Cohutta, within the City of Tunnel Hill, and within the City of Varnell.

As a part of this Agreement, Whitfield County shall control and direct all L.M.I.G. or other local road funds submissions or amounts provided by the State of Georgia for all of Whitfield County except for road improvement projects located within the municipal boundaries of the City of Dalton, which shall control and direct its L.M.I.G.

No change in current services is contemplated.

2. Description of Service Delivery Arrangement between Whitfield County and the City of Dalton for Road, Street and Bridge Construction and Maintenance.

Excluding public roads and bridges located within the City of Dalton that are directly constructed by the United States federal government or by the State of Georgia, the City of Dalton shall, during the pendency of this Agreement, continue to bear sole discretion and financial responsibility through its General Fund and any other sources of funding, such as SPLOST, for the periodic construction, resurfacing, and maintenance of all publicly dedicated roads and bridges located within the City of Dalton.

During the term of this Agreement, Whitfield County shall remit \$200,000.00 to the City of Dalton once annually by January 31st of each succeeding year. The purpose of such payment is to approximate an allocation for paving within the City of Dalton based upon its approximately 20% of the road miles within the entire organic Whitfield County road system.

3. Description of Service Delivery Arrangement Regarding Street Lights and Traffic Control/Engineering.

With respect to street lighting services, each of the Cities provides street lights, including all hardware and power thereto, within portions of its jurisdiction and Whitfield County provides street lights within portions of the unincorporated areas of the county.

With respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, the City of Dalton provides such services within its jurisdiction for city streets maintained by it pursuant to subparagraph 2 hereinabove.

Likewise, with respect to traffic control and engineering services, including, but not limited to the location, placement, and maintenance of traffic lights, road signs, painted road lines, pedestrian aids, and the like, Whitfield County provides such services within the Cities of Tunnel Hill, Varnell, the Town of Cohutta, and the unincorporated areas of the county for county roads maintained by it pursuant to subparagraph 1 hereinabove.

4. Road Maintenance Agreement Map.

The current version of the City/County Road Maintenance Agreement Map, as adopted by the Mayor and Council of Dalton the Whitfield County Board of Commissioners is attached hereto as **Exhibit "A"** and incorporated herein by this reference, as the same may be amended from time to time. This map shall also dictate responsibilities with respect to inclement weather response.

5. Term and Termination.

This Agreement shall remain in force and effect until altered or amended in writing by the parties hereto or until the LOST Certificate executed on or about August 8, 2022, shall no longer remain in force and effect, whichever shall occur first. At any such time in the future that such LOST distribution shall change, the rights and responsibilities the parties with respect to the subject matter hereof shall cease automatically and without the necessity for any further action or notice.

6. 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 at this time, except as set forth herein.

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

Jevin S. Jensen,
Chairman

Attest:

Blanca Cardona,
County Clerk
(SEAL)

City of Dalton, Georgia

David Pennington III,
Mayor

Attest:

Bernadette Chattam,
City Clerk
(SEAL)

Town of Cohutta, Georgia

Ron Shinnick,
Mayor

Attest:

Pamela Shinnick
City Clerk
(SEAL)

City of Tunnel Hill, Georgia

Kenny Gowin,
Mayor

Attest:

Melinda Griffin
City Clerk
(SEAL)

City of Varnell, Georgia

Tom Dickson,
Mayor

Attest:

Jamie Nance
City Clerk
(SEAL)