



**SERVICE DELIVERY STRATEGY**

**FORM 1**

**COUNTY: CLAYTON**

**I. GENERAL INSTRUCTIONS:**

- FORM 1 is required for ALL SDS submittals. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
- List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
- List all services provided or primarily funded by each general purpose local government and 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 align="center"><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p align="center"><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<p>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.)</p> <p>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</p> <p>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).]</p>	<p>4. In Section IV type, "NONE."</p> <p>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).]</p> <p>6. Proceed to step 7, below.</p> <div data-bbox="820 1176 1518 1417" style="background-color: #0056b3; color: white; padding: 5px; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

- 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.
- 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 OFFICIAL 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.

REC'D DEC 18 2013

*[Handwritten Signature]*  
DCA

REC'D DEC 18 2013

**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.

CLAYTON COUNTY  
COLLEGE PARK  
FOREST PARK  
JONESBORO  
LAKE CITY  
LOVEJOY  
MORROW  
RIVERDALE

**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 can continue as previously agreed with no need for modification.

JAIL SERVICES (FORMERLY TITLED "JAIL")  
LIBRARY  
COURTS AND LAW ENFORCEMENT (FORMERLY "COURTS")  
RECYCLING  
ANIMAL CONTROL AND DISPOSAL (FORMERLY TITLED "ANIMAL CONTROL")  
PLANNING AND ZONING  
COMMUNITY DEVELOPMENT (FORMERLY TITLED "ECONOMIC DEVELOPMENT")  
CODE ENFORCEMENT  
GENERAL GOVERNMENT/OTHER GENERAL GOVERNMENT (FORMERLY TITLED "GENERAL GOVERNMENT")  
EMS

**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.

HEALTH AND WELFARE  
TAX ASSESSMENT AND COLLECTION  
TRAFFIC SIGNALS AND ENGINEERING (FORMERLY TITLED "TRAFFIC SIGNALS" AND SEPARATELY "ENGINEERING")  
POLICE PATROL  
POLICE CRIMINAL INVESTIGATIONS  
POLICE SPECIAL SERVICES  
FIRE SERVICES (FORMERLY TITLED "FIRE")  
E-911 AND EMERGENCY POLICE RADIO (FORMERLY TITLED "911-COMMUNICATIONS")  
TRANSPORTATION AND DEVELOPMENT (FORMERLY TITLED "STREET CONSTRUCTION/MAINTENANCE")  
PARKS AND RECREATION  
SANITATION (DELETED)  
LANDFILL (DELETED)  
STORMWATER MANAGEMENT (DELETED)  
WATER AND SEWER TREATMENT (DELETED)  
WATER DISTRIBUTION AND SEWER COLLECTION (DELETED)  
BUILDING SERVICES (DELETED)  
FLEET MAINTENANCE (DELETED)



**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 III. 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:CLAYTON

Service:ANIMAL CONTROL AND DISPOSAL

1. Check the 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.): **See previous page 1 of Form 2 of this Service (Animal Control and Disposal)**

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>
Morrow	County Provides-County General Fund
Riverdale	County Provides-County General Fund
Lovejoy	County Provides-County General Fund

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:ANIMAL CONTROL AND DISPOSAL

1. Check the 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.): **CLAYTON COUNTY PROVIDES COUNTY-WIDE; COLLEGE PARK AND FOREST PARK PROVIDE ANIMAL CONTROL SERVICES WITHIN THEIR JURISDICTIONS AS WELL; JONESBORO, LAKE CITY, LOVEJOY, MORROW, AND RIVERDALE RELY ON COUNTY-WIDE SERVICE.**

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>
Clayton County	County Provides County-Wide - General Fund
College Park	City Provides - City General Fund
Forest Park	City Provides - City General Fund
Jonesboro	County Provides-County General Fund
-Lake City	County Provides-County General Fund
Continued on Next Form 2 Page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477 3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:CODE ENFORCEMENT

1. Check the 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.): **CLAYTON COUNTY; COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW, AND RIVERDALE.**

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>
Clayton County	County General Fund
College Park	City General Fund
Forest Park	City General Fund
Jonesboro	City General Fund
Lake City	City General Fund
Continued on Next Form 2 Page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:COMMUNITY DEVELOPMENT

1. Check the 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.): **CLAYTON COUNTY PROVIDES COUNTY-WIDE ASSISTANCE; COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW AND RIVERDALE WITHIN RESPECTIVE CORPORATE LIMITS.**

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>
Clayton County	Provides Services County-Wide - General Fund
College Park	City Provides - City General Fund
Jonesboro	City Provides - City General Fund
Lake City	City Provides - City General Fund
Forest Park	City Provides - City General Fund
Continued on Next Form 2 Page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON**

**Service:COMMUNITY DEVELOPMENT**

1. Check the 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.): **See previous page 1 of Form 2 of this Service (Community Development)**

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>
Morrow	City Provides - CityGeneral Fund
Riverdale	City Provides - City General Fund
Lovejoy	City Provides - City General Fund

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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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**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section III. 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:CLAYTON

Service:COURTS AND LAW ENFORCEMENT

1. Check the 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.): **Clayton County for State Courts and Services; College Park, Jonesboro, Riverdale, Lake City, Lovejoy, Forest Park and Morrow for Municipal Courts and Services.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - COUNTY GENERAL FUND, FINES & FORFEITURES
COLLEGE PARK	CITY PROVIDES - CITY GENERAL FUND, FINES & FORFEITURES
FOREST PARK	CITY PROVIDES - CITY GENERAL FUND, FINES & FORFEITURES
JONESBORO	CITY PROVIDES - CITY GENERAL FUND, FINES & FORFEITURES
LAKE CITY	CITY PROVIDES - CITY GENERAL FUND, FINES & FORFEITURES
Continued on Next Form 2 Page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 473-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:COURTS AND LAW ENFORCEMENT

1. Check the 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.):

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.): **See previous page 1 of Form 2 of this Service (Courts and Law Enforcement)**

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>
MORROW	CITY PROVIDES - CITY GENERAL FUND, FINES & FORFEITURES
RIVERDALE	CITY PROVIDES - CITY GENERAL FUND, FINES & FORFEITURES
LOVEJOY	CITY PROVIDES - CITY GENERAL FUND, FINES & FORFEITURES

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 473-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:E-911 and EMERGENCY POLICE RADIO

1. Check the 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.): **CLAYTON COUNTY PROVIDES SERVICES IN UNINCORPORATED CLAYTON COUNTY AND BY INTERGOVERNMENTAL AGREEMENT WITHIN THE INCORPORATED AREAS OF JONESBORO AND LOVEJOY. THE CITIES OF COLLEGE PARK, FOREST PARK, MORROW, AND RIVERDALE PROVIDES THESE SERVICES WITHIN THEIR CORPORATE LIMITS. MORROW PROVIDES THESE SERVICES BY CONTRACT TO LAKE CITY.**

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>
MORROW	CITY PROVIDES - CITY GENERAL FUND, 911 FEES
RIVERDALE	CITY PROVIDES -CITY GENERAL FUND, 911 FEES
LOVEJOY	CITY GENERAL FUND, 911 FEES, CTY GEN FUND, FIRE DIST FUND

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

The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 as indicated on Form 2, Item 5. This intergovernmental agreement is structured to eliminate any duplication of these 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	Clayton County and Lovejoy	July 25, 2013-None
Clayton County SDS Agreement	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON**

**Service:E-911 AND EMERGENCY POLICE RADIO**

1. Check the 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.): **CLAYTON COUNTY PROVIDES SERVICES IN UNINCORPORATED CLAYTON COUNTY AND BY INTERGOVERNMENTAL AGREEMENT WITHIN THE INCORPORATED AREAS OF JONESBORO AND LOVEJOY. THE CITIES OF COLLEGE PARK, FOREST PARK, MORROW, AND RIVERDALE PROVIDES THESE SERVICES WITHIN THEIR CORPORATE LIMITS. MORROW PROVIDES THESE SERVICES BY CONTRACT TO LAKE CITY.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUND, 911 FEES
COLLEGE PARK	CITY PROVIDES - CITY GENERAL FUND, 911 FEES
FOREST PARK	CITY PROVIDES - CITY GENERAL FUND, 911 FEES
JONESBORO	CITY GENERAL FUND, 911 FEES, CTY GEN FUND, FIRE DIST FUND
LAKE CITY	CITY PROVIDES THROUGH CONTRACT WITH MORROW, 911 FEES
Continued on Next Form 2 Page 2	

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

The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 as indicated on Form 2, Item 5. This intergovernmental agreement is structured to eliminate any duplication of these 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	Clayton County - Jonesboro	July 25, 2013-None
Fire, EMS, 911 Dispatch	Morrow - Lake City	7-1-10 Through 6-30-20
Clayton County SDS Agreement	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON**

**Service:EMS**

1. Check the 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.):

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.): **The total cost and revenues related to EMS provided by the County in the unincorporated areas will remain in the County General Fund. The County will provide EMS services to Lovejoy and Jonesboro. The Cities of Forest Park, Morrow, and Lake City will provide this service through their General Funds. The County and the Cities of Forest Park, Morrow, and Lovejoy shall be responsible for the transportation of patients in those areas delineated on the attached exhibit.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUND
COLLEGE PARK	CITY PROVIDES -CITY GENERAL FUND
FOREST PARK	CITY PROVIDES - CITY GENERAL FUND
JONESBORO	COUNTY PROVIDES THROUGH FIRE SERVICES AGREEMENT AND
	COUNTY GENERAL FUND

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Contract for Services	Lake City - Morrow	7-1-10 through 6-30-20
Contract for Services	Clayton County- Jonesboro	July 25, 2013-None
Contract for Services	Clayton County - Lovejoy	July 25, 2013-None
Intergovernmental Agreement	Clayton - All Cities	July 25, 2013-None
Clayton County SDS Agreement	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON COUNTY

Service:EMS

1. Check the 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.):

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.): **The total cost and revenues related to EMS provided by the County in the unincorporated areas will remain in the County General Fund. The County will provide EMS services to Lovejoy and Jonesboro. The Cities of Forest Park, Morrow, and Lake City will provide this service through their General Funds. The County and the Cities of Forest Park, Morrow, and Lovejoy shall be responsible for the transportation of patients in those areas delineated on the attached exhibit.**

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>
MORROW	CITY PROVIDES - CITY GENERAL FUND
RIVERDALE	CITY PROVIDES - CITY GENERAL FUND
LOVEJOY	COUNTY PROVIDES THROUGH FIRE SERVICES AGREEMENT- COUNTY GENERAL FUND
LAKE CITY	CITY PROVIDES THROUGH FIRE SERVICES AGREEMENT WITH MORROW- CITY GENERAL FUND

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

No change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Contract for Service	Lake City and Morrow	7-1-2010 - 6-30-2020
Contract for Services	Clayton County and Jonesboro	July 25, 2013-None
Contract for Services	Clayton County and Lovejoy	July 25, 2013-None
Intergovernmental Agreement	Clayton County and all Cities within the County	July 25, 2013-None
Clayton County SDS	Clayton County and all Cities within the County	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**

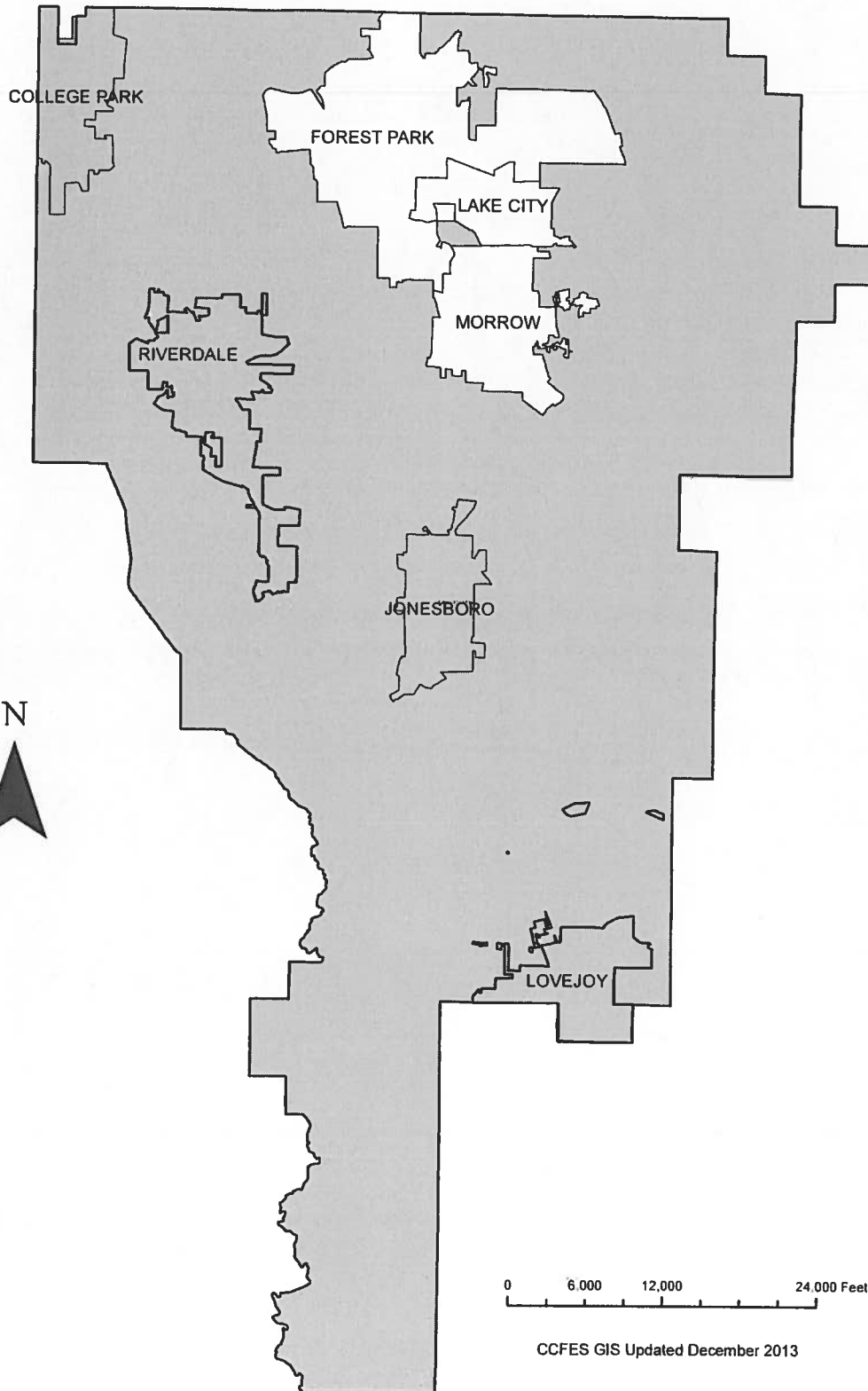
Phone number: **770 477-3207**      Date completed: June 30, 2013

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:



# Clayton County EMS Zones



CCFES GIS Updated December 2013



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 III. 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:CLAYTON

Service:FIRE SERVICES

1. Check the 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.): **The total cost and revenues related to Fire Services provided by the County will remain in the County Special Fire District Fund but may however be supplemented by the County General Fund. The County shall not decrease the fire fund millage rate below 4.4 mills so long as any General Fund monies are being used to pay fire expenses. The County will provide fire services to Lovejoy and Jonesboro as provided in the Intergovernmental Agreements. The County and the Cities of Forest Park, Riverdale, Morrow, Lake City and College Park will provide mutual aid fire services to each other pursuant to an intergovernmental mutual aid agreement. Except as may otherwise be provided therein, the mutual aid agreement will not obligate the Parties to provide any funding to the other for this service. The City of Lake City provides fire service through contract with the City of Morrow.**

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>
MORROW	CITY PROVIDES - CITY GENERAL FUND
RIVERDALE	CITY PROVIDES - CITY GENERAL FUND
LOVEJOY	COUNTY PROVIDES THROUGH FIRE SERVICES AGREEMENT-COUNTY GENERAL FUND AND FIRE DISTRICT FUND
LAKE CITY	CITY PROVIDES THROUGH FIRE SERVICES AGREEMENT WITH MORROW CITY GENERAL FUND

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

The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The parties will have mutual aid agreements that specify the fire services by each entity within the jurisdiction of the other entity. The operation of the Clayton County Fire District Fund will, as required, be supplemented by the Clayton County General Fund under agreed upon terms. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreements between the parties dated July 25, 2013 as indicated on Form 2, Item 5. These intergovernmental agreements are structured to eliminate any duplication of Fire 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	Clayton County and Lovejoy	July 25, 2013-None
Intergovernmental Agreement	All SDS Signatories	July 25, 2013-None
Clayton County SDS	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:

## **FIRE SERVICES**

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

### **Implementation Schedule:**

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities' General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2



**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 III. 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:CLAYTON

Service:FIRE SERVICES

1. Check the 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.): **The total cost and revenues related to Fire Services provided by the County will remain in the County Special Fire District Fund but may however be supplemented by the County General Fund. The County shall not decrease the fire fund millage rate below 4.4 mills so long as any General Fund monies are being used to pay fire expenses. The County will provide fire services to Lovejoy and Jonesboro as provided in the Intergovernmental Agreements. The County and the Cities of Forest Park, Riverdale, Morrow, Lake City and College Park will provide mutual aid fire services to each other pursuant to an intergovernmental mutual aid agreement. Except as may otherwise be provided therein, the mutual aid agreement will not obligate the Parties to provide any funding to the other for this service. The City of Lake City provides fire service through contract with the City of Morrow.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUND, FIRE DISTRICT FUND
COLLEGE PARK	CITY PROVIDES - CITY GENERAL FUND
FOREST PARK	CITY PROVIDES - CITY GENERAL FUND
JONESBORO	COUNTY PROVIDES-FIRE SERVICES AGREEMENT-COUNTY GENERAL
	FUND AND FIRE DISTRICT FUND

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

The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The parties will have mutual aid agreements that specify the fire services by each entity within the jurisdiction of the other entity. The operation of the Clayton County Fire District Fund will, as required, be supplemented by the Clayton County General Fund under agreed upon terms. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreements between the parties dated July 25, 2013 as indicated on Form 2, Item 5. These intergovernmental agreements are structured to eliminate any duplication of Fire 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>
Fire Services Agreement	Clayton County - Jonesboro	July 25, 2013-None
Fire Services Agreement	Clayton County - Lovejoy	July 25, 2013-None
Fire Services Agreement	Lake City - Morrow	7-1-10 through 6-30-20
Intergovernmental Agreement	All SDS Signatories	July 25, 2013-None
Clayton County SDS Agreement	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**

Phone number: **770 477-3207**      Date completed: June 30, 2013

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:



## **FIRE SERVICES**

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

Implementation Schedule:

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities' General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2



**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 III. 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:CLAYTON**

**Service:GENERAL GOVERNMENT/OTHER GENERAL GOVERNMENT**

1. Check the 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.): **CLAYTON COUNTY WILL PROVIDE GENERAL GOVERNMENT SERVICES COUNTY-WIDE; COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW AND RIVERDALE WILL PROVIDE GENERAL GOVERNMENT SERVICES WITHIN THEIR RESPECTIVE CORPORATE LIMITS.**

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>
Clayton County	General Fund
College Park	City General Fund/County General Fund
Forest Park	City General Fund/County General Fund
Jonesboro	City General Fund/County General Fund
Lake City	City General Fund/County General Fund
Continued on Next Form 2 Page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**

Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:GENERAL GOVERNMENT/OTHER GENERAL GOVERNMENT

1. Check the 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.): **See previous page 1 of Form 2 of this Service (General Government and Other Government Services)**

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>
Morrow	City General Fund/County General Fund
Riverdale	City General Fund/County General Fund
Lovejoy	City General Fund/County General Fund

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**

Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON**

**Service:HEALTH AND WELFARE**

1. Check the 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.): **CLAYTON COUNTY**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service 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>
CLAYTON COUNTY	COUNTY PROVIDES COUNTY-WIDE - COUNTY GENERAL FUND

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:JAIL SERVICES

1. Check the 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.):**Clayton County**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service 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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUND, SPECIAL REVENUE FUNDS
COLLEGE PARK	COUNTY PROVIDES - CITY GENERAL FUND
FOREST PARK	COUNTY PROVIDES - CITY GENERAL FUND
JONESBORO	COUNTY PROVIDES - CITY GENERAL FUND
LAKE CITY	COUNTY PROVIDES - CITY GENERAL FUND
Continued on Next Form 2 Page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Jail Construction/Operations	Clayton County - Riverdale	Renewed Annually
Jail Construction/Operations	Clayton County - Morrow	Renewed Annually
Jail Construction/Operations	Clayton County - Jonesboro	Renewed Annually
Jail Construction/Operations	Clayton County - College Park	Renewed Annually
Jail Construction/Operations	Clayton County- Forest Park	Renewed Annually
Jail Construction/Operations	Clayton County- Lake City	Renewed Annually

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON**

**Service:JAIL SERVICES**

1. Check the 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.):**CLAYTON COUNTY**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service 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>
MORROW	COUNTY PROVIDES - CITY GENERAL FUND
RIVERDALE	COUNTY PROVIDES - CITY GENERAL FUND
LOVEJOY	COUNTY PROVIDES - CITY GENERAL FUND

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
Jail Construction/Operations	CLAYTON COUNTY AND MORROW	Renewed Annually
Jail Construction/Operations	CLAYTON COUNTY AND RIVERDALE	Renewed Annually
Jail Construction/Operations	CLAYTON COUNTY AND LOVEJOY	Renewed Annually

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:LIBRARY

1. Check the 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.):CLAYTON COUNTY

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service 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>
CLAYTON COUNTY	COUNTY PROVIDES COUNTY-WIDE - GENERAL FUND

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:PARKS AND RECREATION

1. Check the 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.): **CLAYTON COUNTY; COLLEGE PARK, FOREST PARK, MORROW, RIVERDALE, JONESBORO, LOVEJOY AND FOREST PARK.**

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>
Morrow	City General Fund, User Fees
Riverdale	City General Fund, User Fees
Lovejoy	City General Fund, User Fees

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

The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 and the Intergovernmental Agreement with the City of Riverdale regarding the use of an athletic field as indicated on Form 2, Item 5.

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	Clayton County and City of Riverdale	7/23/12 to 7/23/2062
CLAYTON COUNTY SDS AGREEMENT	ALL SDS SIGNATORIES	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:CLAYTON	Service:PARKS AND RECREATION
----------------	------------------------------

1. Check the 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.): **CLAYTON COUNTY; COLLEGE PARK, FOREST PARK, MORROW, RIVERDALE, JONESBORO, LOVEJOY AND FOREST PARK.**

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>
Clayton County	County General Fund, User Fees
College Park	City General Fund, User Fees
Forest Park	City General Fund, User Fees
Jonesboro	City General Fund, User Fees
Lake City	City General Fund, User Fees
Continued on Next Form 2 Page 2	

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

The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 and the Intergovernmental Agreement with the City of Riverdale regarding the use of an athletic field as indicated on Form 2, Item 5.

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>
Clayton County SDS Agreement	ALL SDS SIGNATORIES	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:PLANNING AND ZONING

1. Check the 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.): **CLAYTON COUNTY; COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW, AND RIVERDALE.**

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>
Clayton County	County General Fund
College Park	City General Fund
Forest Park	City General Fund
Jonesboro	City General Fund
Lake City	City General Fund
Continued on Next Form 2 page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON**

**Service:PLANNING AND ZONING**

1. Check the 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.): **See previous page 1 of Form 2 of this Service (Planning and Zoning)**

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>
Morrow	City General Fund
Riverdale	City General Fund
Lovejoy	City General Fund

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:POLICE CRIMINAL INVESTIGATIONS

1. Check the 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.): **CLAYTON COUNTY WILL PROVIDE POLICE CRIMINAL INVESTIGATION ASSISTANCE AS REQUESTED BY THE CITIES. COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW and RIVERDALE WILL PROVIDE POLICE CRIMINAL INVESTIGATION SERVICES FUNDED WITH CITY GENERAL FUND AND SPECIAL REVENUE RESOURCES.**

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>
MORROW	CITY PROVIDES SERVICE-CITY GENERAL FUND, SPECIAL REVENUE
RIVERDALE	CITY PROVIDES SERVICE-CITY GENERAL FUND, SPECIAL REVENUE
LOVEJOY	CITY PROVIDES SERVICE-CITY GENERAL FUND, SPECIAL REVENUE

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

Clayton County will no longer provide primary Police Criminal Investigation services to Lovejoy. The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 as indicated on Form 2, Item 5. This intergovernmental agreement is structured to eliminate any duplication of Police Criminal Investigation 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>
Clayton County SDS Agreement	ALL SDS SIGNATORIES	July 25, 2013-NONE

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: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:

## **POLICE CRIMINAL INVESTIGATIONS**

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

Implementation Schedule:

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities’ General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2





**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 III. 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:CLAYTON**

**Service:POLICE CRIMINAL INVESTIGATIONS**

1. Check the 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.): **CLAYTON COUNTY WILL PROVIDE POLICE CRIMINAL INVESTIGATION ASSISTANCE AS REQUESTED BY THE CITIES. COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW and RIVERDALE WILL PROVIDE POLICE CRIMINAL INVESTIGATION SERVICES FUNDED WITH CITY GENERAL FUND AND SPECIAL REVENUE RESOURCES.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUND; SPECIAL REVENUE FUNDS
COLLEGE PARK	CITY/COUNTY PROVIDES- CITY GENERAL FUND, SPECIAL REVENUE FUND
FOREST PARK	CITY/COUNTY PROVIDES- CITY GENERAL FUND, SPECIAL REVENUE FUND
JONESBORO	CITY/COUNTY PROVIDES -CITYGENERAL FUND, SPECIAL REVENUE FUND
LAKE CITY	CITY/COUNTY PROVIDES -CITYGENERAL FUND, SPECIAL REVENUE FUND
Continued on Next Form 2 Page 2	

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

Clayton County will no longer provide primary Police Criminal Investigation services to Lovejoy. The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 as indicated on Form 2, Item 5. This intergovernmental agreement is structured to eliminate any duplication of Police Criminal Investigation 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>
Clayton County SDS Agreement	ALL SDS SIGNATORIES	July 25, 2013-NONE

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: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:

## **POLICE CRIMINAL INVESTIGATIONS**

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

Implementation Schedule:

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities' General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2



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 III. 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:CLAYTON

Service:POLICE PATROL

1. Check the 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.): **IN ADDITION, CLAYTON COUNTY AND ALL CLAYTON CITIES WILL HAVE A MUTUAL AID AGREEMENT PROVIDING FOR THE PROVISION OF POLICE SERVICES BY EACH ENTITY WITHIN THE JURISDICTION OF THE OTHER ENTITY. CLAYTON COUNTY, COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW AND RIVERDALE WILL PROVIDE RESOURCES THROUGH THEIR RESPECTIVE GENERAL FUNDS AND SPECIAL REVENUE FUNDS TO OPERATE SEPARATE POLICE DEPARTMENTS.**

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>
MORROW	CITY PROVIDES SERVICE -CITY GENERAL FUND, SPECIAL REVENUE
RIVERDALE	CITY PROVIDES SERVICE - CITY GENERAL FUND, SPECIAL REVENUE
LOVEJOY	CITY PROVIDES SERVICE - CITYGENERAL FUND, SPECIAL REVENUE

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

Clayton County will no longer provide primary Police Patrol to Lovejoy. The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreements between the parties dated July 25, 2013 as indicated on Form 2, Item 5. In addition, the parties will have mutual aid agreements that specify the police services by each entity within the jurisdiction of the other entity. These intergovernmental agreements are structured to eliminate any duplication of Police Patrol 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 The Provision of Police	Clayton County and all Cities within the County	July 25, 2013-None
Mutual Aid		
Clayton County SDS Agreement	Clayton County and all Cities within the County	July 25, 2013-None

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?

None

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:

## POLICE PATROL

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

Implementation Schedule:

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities' General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2



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 III. 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:CLAYTON

Service:POLICE PATROL

1. Check the 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.): **IN ADDITION, CLAYTON COUNTY AND ALL CLAYTON CITIES WILL HAVE A MUTUAL AID AGREEMENT PROVIDING FOR THE PROVISION OF POLICE SERVICES BY EACH ENTITY WITHIN THE JURISDICTION OF THE OTHER ENTITY. CLAYTON COUNTY, COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW AND RIVERDALE WILL PROVIDE RESOURCES THROUGH THEIR RESPECTIVE GENERAL FUNDS AND SPECIAL REVENUE FUNDS TO OPERATE SEPARATE POLICE DEPARTMENTS.**

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>
CLAYTON COUNTY	COUNTY PROVIDES SERVICE - GENERAL FUND, SPECIAL REVENUE
COLLEGE PARK	CITY PROVIDES SERVICE - CITY GENERAL FUND, SPECIAL REVENUE
FOREST PARK	CITY PROVIDES SERVICE - CITY GENERAL FUND, SPECIAL REVENUE
JONESBORO	CITY PROVIDES SERVICE - CITY GENERAL FUND, SPECIAL REVENUE
LAKE CITY	CITY PROVIDES SERVICE - CITY GENERAL FUND, SPECIAL REVENUE
Continued on Next Form 2 page 2.	

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

Clayton County will no longer provide primary Police Patrol to Lovejoy. The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreements between the parties dated July 25, 2013 as indicated on Form 2, Item 5. In addition, the parties will have mutual aid agreements that specify the police services by each entity within the jurisdiction of the other entity. These intergovernmental agreements are structured to eliminate any duplication of Police Patrol 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 The Provision Of Police	Clayton County and All Cities in the County	July 25, 2013-None
Mutual Aid		
Clayton County SDS Agreement	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477 3207**      Date completed: June 30, 2013

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:



## **POLICE PATROL**

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

Implementation Schedule:

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities' General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2



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 III. 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: CLAYTON COUNTY

Service: POLICE SPECIAL SERVICES

1. Check the 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.): **CLAYTON COUNTY WILL PROVIDE POLICE SPECIAL SERVICES WITHIN THE UNINCORPORATED AREA OF THE COUNTY AND WILL PROVIDE ASSISTANCE AS REQUESTED BY THE CITIES WITHIN THE INCORPORATED AREA OF THE COUNTY. THE COUNTY WILL FUND THE SPECIAL SERVICES PROVIDED FROM IT'S GENERAL FUND AND SPECIAL REVENUE FUNDS. COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW and RIVERDALE WILL PROVIDE POLICE SPECIAL SERVICES FUNDED WITH CITY GENERAL FUND AND SPECIAL REVENUE RESOURCES.**

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>
MORROW	CITY/COUNTY PROVIDES -CITYGENERAL FUND, SPECIAL REVENUE FUND
RIVERDALE	CITY/COUNTY PROVIDES -CITY GENERAL FUND,SPECIAL REVENUE FUND
LOVEJOY	CITY/COUNTY PROVIDES -CITY GENERAL FUND,SPECIAL REVENUE FUND

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

Clayton County will no longer provide primary Police Patrol to Lovejoy. The previous Service Delivery Strategy did not detail the scope and funding for this service differentiated by city. The current plan describes the scope of the service and the funding for the same on Form 2, Item 1 and in the Intergovernmental Agreements between the parties dated July 25, 2013 as indicated on Form 2, Item 5. In addition, the parties will have mutual aid agreements that specify the police services by each entity within the jurisdiction of the other entity. These intergovernmental agreements are structured to eliminate any duplication of Police Patrol 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>
Clayton County SDS Agreement	All SDS Signatories	July 25, 2013-None

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: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:

## **POLICE SPECIAL SERVICES**

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

Implementation Schedule:

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities' General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2



**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 III. 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:CLAYTON**

**Service:POLICE SPECIAL SERVICES**

1. Check the 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.): **CLAYTON COUNTY WILL PROVIDE POLICE SPECIAL SERVICES WITHIN THE UNINCORPORATED AREA OF THE COUNTY AND WILL PROVIDE ASSISTANCE AS REQUESTED BY THE CITIES WITHIN THE INCORPORATED AREA OF THE COUNTY. THE COUNTY WILL FUND THE SPECIAL SERVICES PROVIDED FROM IT'S GENERAL FUND AND SPECIAL REVENUE FUNDS. COLLEGE PARK, FOREST PARK, JONESBORO, LAKE CITY, LOVEJOY, MORROW and RIVERDALE WILL PROVIDE POLICE SPECIAL SERVICES FUNDED WITH CITY GENERAL FUND AND SPECIAL REVENUE RESOURCES.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUND, SPECIAL REVENUE FUND
COLLEGE PARK	CITY/COUNTY PROVIDES - CITYGENERAL FUND, SPECIAL REVENUE FUND
FOREST PARK	CITY/COUNTY PROVIDES - CITYGENERAL FUND, SPECIAL REVENUE FUND
JONESBORO	CITY/COUNTY PROVIDES - CITYGENERAL FUND, SPECIAL REVENUE FUND
LAKE CITY	CITY/COUNTY PROVIDES - CITYGENERAL FUND, SPECIAL REVENUE FUND
Continued on Next Form 2 Page 2	

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

NONE

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>
Clayton County SDS Agreement.	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:

## **POLICE SPECIAL SERVICES**

RESPONSE TO ITEM #2 ON FORM 2 PAGE 1 OF 2:

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

Response: YES

Implementation Schedule:

Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale have agreed to resolve all duplications of services and costs through a coordinated service delivery plan memorialized through Intergovernmental Agreements that are referenced in this document that considers the Local Option Sales Tax (L.O.S.T.) distributions and resident service delivery plans funded through the Clayton County General Fund, Special Revenue Funds and Special Tax District Funds and the Cities' General Fund.

The governing authorities for the County and the cities have adopted resolutions to implement the above referenced strategy in connection with approving the L.O.S.T. distribution effective July 1, 2013 and for the ten (10) years thereafter and with the execution of this document and the intergovernmental agreements as referenced above. The new service delivery strategy is effective with the execution of the Form 4-Certifications that are submitted together with this Form 2.

Response to Form 2



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 III. 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:CLAYTON	Service:RECYCLING
----------------	-------------------

1. Check the 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.): **Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - COUNTY GENERAL FUND
COLLEGE PARK	CITY PROVIDES - CITY GENERAL FUND
FOREST PARK	CITY PROVIDES - CITY GENERAL FUND
JONESBORO	CITY PROVIDES - CITY GENERAL FUND
LAKE CITY	CITY PROVIDES - CITY GENERAL FUND
Continued on Next Form 2 Page 2	

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

The residents of each governing authority contract with private companies to provide this service.

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>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**

Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON COUNTY

Service:RECYCLING

1. Check the 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.): **Clayton County, College Park, Forest Park, Jonesboro, Lake City, Lovejoy, Morrow and Riverdale.**

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>
MORROW	CITY PROVIDES - CITY GENERAL FUND
RIVERDALE	CITY PROVIDES - CITY GENERAL FUND
LOVEJOY	CITY PROVIDES - CITY GENERAL FUND

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

The residents of each governing authority contract with private companies to provide this service.

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>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON**

**Service:TAX ASSESSMENT AND COLLECTION**

1. Check the 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.): **CLAYTON COUNTY**

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

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

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

Other (If this box is checked, **attach a legible map delineating the service area of each service 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>
Clayton County	COUNTY PROVIDES COUNTY-WIDE - COUNTY GENERAL FUND

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:TRAFFIC SIGNALS AND ENGINEERING

1. Check the 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.):

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.): **Clayton County provides this service in the unincorporated areas and within the incorporated boundaries of all the Cities except for a portion of College Park.**

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>
MORROW	COUNTY PROVIDES -GENERAL FUNDS, SPLOST FUNDS
RIVERDALE	COUNTY PROVIDES -GENERAL FUNDS, SPLOST FUNDS
LOVEJOY	COUNTY PROVIDES - GENERAL FUNDS, SPLOST FUNDS

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:TRAFFIC SIGNALS AND ENGINEERING

1. Check the 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.):

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.): **Clayton County provides this service in the unincorporated areas and within the incorporated boundaries of all the Cities except for a portion of College Park.**

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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUNDS, SPLOST FUNDS
COLLEGE PARK	CITY/COUNTY PROVIDES -CITY GENERAL FUNDS
FOREST PARK	COUNTY PROVIDES -GENERAL FUNDS, SPLOST FUNDS
JONESBORO	COUNTY PROVIDES -GENERAL FUNDS, SPLOST FUNDS
LAKE CITY	COUNTY PROVIDES -GENERAL FUNDS, SPLOST FUNDS
Continued on Next Form 2 Page 2	

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

No Change.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
None.		

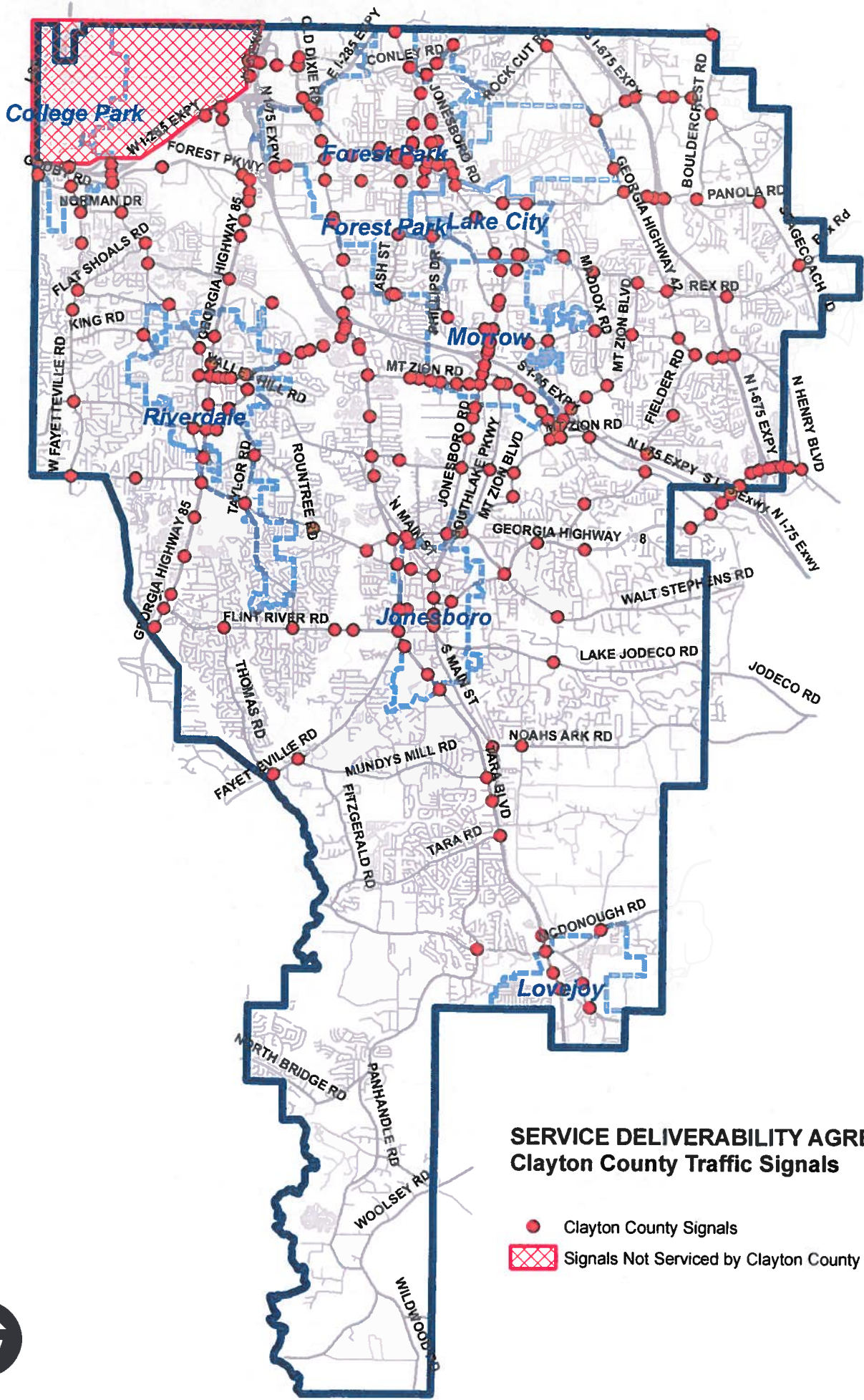
6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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:



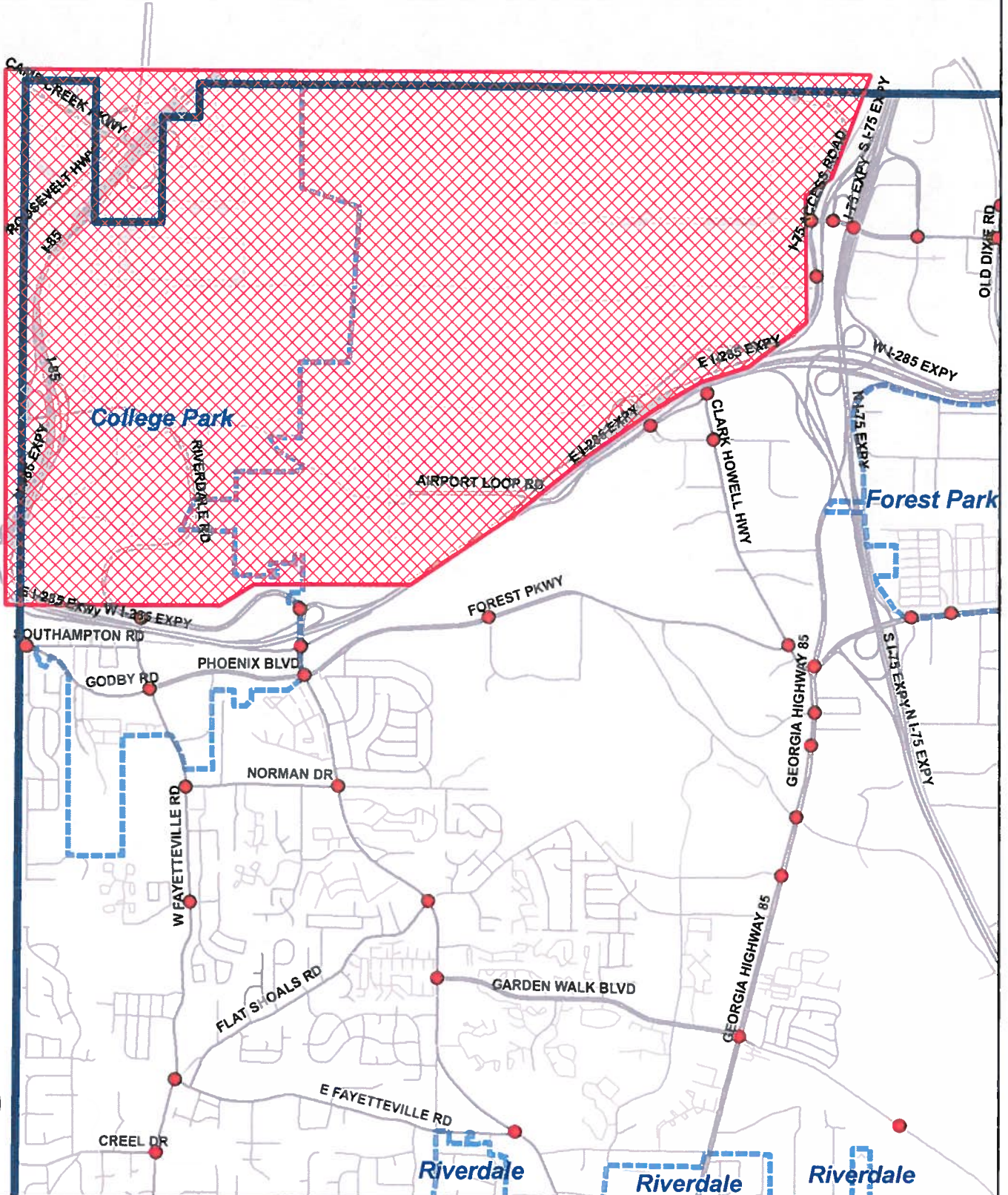
**SERVICE DELIVERABILITY AGREEMENT  
Clayton County Traffic Signals**

- Clayton County Signals
- ▨ Signals Not Serviced by Clayton County



# SERVICE DELIVERABILITY AGREEMENT Clayton County Traffic Signals

- Clayton County Signals
- ▣ Signals Not Serviced by Clayton County





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 III. 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:CLAYTON

Service:TRANSPORTATION AND DEVELOPMENT

1. Check the 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.): **For County Roads, which are reflected on Exhibit "C," total cost for materials, equipment and labor related to street maintenance and construction for all County streets and roads will be provided by the County and such costs will remain in the County General Fund except for those operations funded using S.P.L.O.S.T. funds or other federal or state funds that may be provided for such purpose. For the repair and maintenance of City streets, Clayton County will provide labor and equipment, including surface milling, and the Cities will provide materials for such projects on a schedule to be determined by the County Director of Transportation and Development or his designee.**

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>
MORROW	CITY/COUNTY PROVIDES - CITY GENERAL FUND, SPLOST FUNDS, LMIG
RIVERDALE	CITY/COUNTY PROVIDES - CITY GENERAL FUND, SPLOST FUNDS, LMIG
LOVEJOY	CITY/COUNTY PROVIDES - CITY GENERAL FUND, SPLOST FUNDS, LMIG

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

Prior to this Agreement, Clayton County had not been providing services to the cities on city streets and roads funded through the County General Fund. That service delivery strategy has changed as described on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 as indicated on Form 2, Item 5.

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>
Clayton County SDS. Agreement	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 III. 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:CLAYTON

Service:TRANSPORTATION AND DEVELOPMENT

1. Check the 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.):

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.): **For County Roads, which are reflected on Exhibit "C," total cost for materials, equipment and labor related to street maintenance and construction will be provided by the County and such costs will remain in the County General Fund except for those operations funded using S.P.L.O.S.T. funds or other federal or state funds that may be provided for such purpose. For the repair and maintenance of City streets, Clayton County will provide labor and equipment, including surface milling, and the Cities will provide materials for such projects on a schedule to be determined by the County Director of Transportation and Development or his designee, provided however, that the County shall not be obligated to provide services hereunder that would require the use of employees or equipment other than county employees and equipment owned by the County.**

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.

**Page 1 of 2**



## 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>
CLAYTON COUNTY	COUNTY PROVIDES - GENERAL FUND, SPLOST FUNDS
COLLEGE PARK	CITY/COUNTY PROVIDES -CITY GENERAL FUND, SPLOST FUNDS, LMIG
FOREST PARK	CITY/COUNTY PROVIDES -CITY GENERAL FUND, SPLOST FUNDS, LMIG
JONESBORO	CITY/COUNTY PROVIDES -CITY GENERAL FUND, SPLOST FUNDS, LMIG
LAKE CITY	CITY/COUNTY PROVIDES -CITYGENERAL FUND, SPLOST FUNDS, LMIG
Continued on Next Form 2 Page 2	

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

Prior to this Agreement, Clayton County had not been providing services to the cities on city streets and roads funded through the County General Fund. That service delivery strategy has changed as described on Form 2, Item 1 and in the Intergovernmental Agreement between the parties dated July 25, 2013 as indicated on Form 2, Item 5.

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>
Clayton County SDS Agreement	All SDS Signatories	July 25, 2013-None

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?

None.

7. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**  
 Phone number: **770 477-3207**      Date completed: June 30, 2013

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 3: Summary of Land Use Agreements**

**Instructions:**

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:CLAYTON**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

None.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:

Describe "Other" Measures Here

<b>NOTE:</b>
If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? WATER AND SEWER SERVICES ARE PROVIDED COUNTY-WIDE BY THE CLAYTON COUNTY WATER AUTHORITY.

4. Person completing form: **Christie Barnes, Staff Attorney for Clayton County**

Phone number: **770 477-3207**      Date completed: June 30, 2013

5. 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**



## SERVICE DELIVERY STRATEGY FORM 4: Certifications

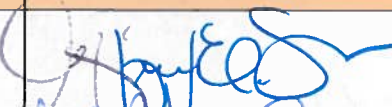







**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2000 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2000 population of between 500 and 9,000 residing within the county. Cities with a 2000 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: CLAYTON**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CLAYTON COUNTY</u>	CHAIRMAN	J. E. TURNER		12/4/13
<u>COLLEGE PARK</u>	MAYOR	JACK LONGINO		7/26/13
<u>FOREST PARK</u>	MAYOR	DAVID LOCKHART		7/26/13
<u>JONESBORO</u>	MAYOR	JOY DAY		7/26/13
<u>LAKE CITY</u>	MAYOR	WILLIE OSWALT		7-26-13
<u>LOVEJOY</u>	MAYOR	B CARTWRIGHT		7/26/13
<u>MORROW</u>	MAYOR	J B BURKE		7/26/13
<u>RIVERDALE</u>	MAYOR	EVELYN WYNN DIXON		7/26/13

## CLAYTON COUNTY SERVICE DELIVERY STRATEGY AGREEMENT

This Agreement to execute a Clayton County Service Delivery Strategy is made this 25<sup>th</sup> day of July, 2013 by and between Clayton County, Georgia, ("the County") a political subdivision of the State of Georgia (the "County"), and the Cities of College Park, Forest Park, Jonesboro, Lake City, Morrow, Lovejoy and Riverdale (the "Cities"). The County and the Cities collectively are hereinafter referred to as "Parties."

Witnessed:

Whereas, pursuant to OCGA Section 36-70-20, et seq. the Parties hereby enter into a Clayton County Service Delivery Strategy in order to improve the efficiency of local government services, to eliminate the duplication of service delivery and double taxation, and to adapt to changing service demands in Clayton County; and

Whereas, the Parties deem it in their respective best interest and that the interest of the citizens of Clayton County will be best served by entering into this Agreement for the purposes stated herein under the following terms and conditions, for and in consideration of the promises and mutual undertakings by the respective parties.

### SECTION 1

#### Purpose

The Parties have diligently examined the respective services provided by each individual party to this Agreement and have exercised due diligence to identify instances of duplication of services and the possibilities of double taxation. This examination was done in conjunction with a renegotiation of the Local Option Sales Tax ("L.O.S.T.") as required by corresponding law. One of the criteria for determining the distribution of the L.O.S.T. is the existence of potential double taxation. For all instances of potential duplication of services or potential double taxation, the Parties have agreed that this document, in conjunction with the

simultaneously executed L.O.S.T. Certificate adequately distributes the tax burden for all citizens in a fair and equitable fashion.

## SECTION 2

### Service Delivery Strategy Form 1 and Form 2

The Parties have agreed to, and hereby adopt the document entitled Service Delivery Strategy Form 1 for Clayton County and the multiple documents entitled Service Delivery Strategy Form 2: Summary of Service Delivery Arrangements, each identifying Clayton County and a specific service and attached hereto collectively, together with Form 3 and Form 4, as Exhibit "A" and made a part hereof. This Agreement and Exhibit "A" constitutes the entire agreement among the Parties and supersedes all prior agreements filed pursuant to OCGA Section 36-70-20, et seq.

## SECTION 3

### Service Delivery Strategy Form 2 Supplemental Information

The following paragraphs supplement the information contained in the Form 2: County and Service documents identified below.

- a. **Police Patrol:** The total cost of Police Patrol provided by the County will remain in the County General Fund. See Police Mutual Aid Agreement between Cities and County attached hereto as Exhibit "B." Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate and an intergovernmental agreement for mutual aid listed on Form 2 Police Patrol.
- b. **Police Criminal Investigations:** The total cost of Police Criminal Investigations provided by the County will remain in the County General Fund. The Cities may utilize these assets as available and at the mutual discretion of the respective Chiefs without any additional charge. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate and in the intergovernmental agreement for

mutual aid listed on Form 2 Police Criminal Investigations. See Police Mutual Aid Agreement between Cities and County attached hereto as Exhibit "B."

- c. **Police Special Services:** The total cost of Police Special Services, including K-9, Drug Task Force, Bomb Squad, SWAT, Criminal Scene Investigations (CSI), and use of County Helicopter, Firing Range, EVOG facilities and Emergency Weather Notification provided by the County will remain in the County General Fund. The Cities may utilize these assets and programs as available and at the mutual discretion of the respective Chiefs without any additional charge. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate and in the intergovernmental agreement for mutual aid listed on Form 2 Police Special Services. The Cities and the County simultaneously executed herewith an intergovernmental agreement, attached as Exhibit "B", providing for police mutual aid assistance and any such assistance provided will be provided at no cost to the Cities and the County, respectively.
  
- d. **E-911 and Emergency Police Radio:** The total cost of County-wide E-911, and Emergency Police Radio provided by the County for unincorporated areas and for the cities of Jonesboro and Lovejoy, will remain in the County General Fund, and such cost shall be reduced by E-911 user fees included in any Special Revenue Fund. For so long as the County provides this service to Jonesboro and/or Lovejoy, those cities shall remit all 911 charge revenue they collect to the County. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate. The Parties also agree that the cost related to development and operation, including any radio system user fees, of a narrow band radio system to comply with Federal requirements will be provided by the County through the General Fund at no cost to the Cities. Each city will be responsible for providing and maintaining the hardware required to utilize the system within their respective departments.
  
- e. **Code Enforcement:** The total cost and total revenues resulting from Code Enforcement operations provided by the County in the unincorporated area

will remain in the County General Fund. The total cost and total revenues resulting from Code Enforcement operations provided by the Cities in the incorporated areas will remain in the respected Cities' General Funds. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate. The Parties have an Intergovernmental Agreement for cross jurisdictional enforcement of sign ordinances, which shall survive this agreement.

- f. Planning and Zoning:** The total cost and total revenues resulting from Planning and Zoning operations provided by the County in the unincorporated area will remain in the County General Fund. The total cost and total revenues resulting from Planning and Zoning operations provided by the Cities in the incorporated areas will remain in the respected Cities' General Funds. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.
- g. Traffic Engineering:** The total cost and total revenues resulting from Traffic Engineering operations, including Traffic Engineering, provided by the County will remain in the County General Fund. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate. Maintenance of traffic signals both in the incorporated and unincorporated areas shall be the responsibility of the County to be paid for from the County General Fund.
- h. Transportation and Development:** For County Roads, which are reflected on Exhibit "C," total cost for materials, equipment and labor related to street maintenance and construction for all County streets and roads will be provided by the County and such costs will remain in the County General Fund except for those operations funded using S.P.L.O.S.T. funds or other federal or state funds that may be provided for such purpose. For the repair and maintenance of City streets, Clayton County will provide labor and equipment, including surface milling, and the Cities will provide materials for such projects on a schedule to be determined by the County Director of Transportation and Development or his designee, provided that the County shall not be obligated to provide services hereunder that would require the

use of employees or equipment other than county employees and equipment owned by the County. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.

- i. Parks and Recreation:** The total cost and total revenues resulting from Parks and Recreation operations provided by the County in the unincorporated areas will remain in the County General Fund. The total cost and total revenues resulting from Parks and Recreation operations provided by the Cities in their respective incorporated areas will remain in each respective Cities' General Funds. The cities with separate arrangements with the County related to Parks and Recreation services have been listed below, together with a description of the services and the term of the arranged service. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.

i (1) City of Riverdale – See Exhibit “D.” Use of football field at Riverdale Park, 7-23-12 to 7-23-62.

- j. Recycling:** The total cost and total revenues resulting from Recycling operations provided by the County in the unincorporated areas will remain in the County General Fund. The total cost and total revenues resulting from Recycling operations provided by the Cities in their respective incorporated areas will remain in each respective Cities' General Funds. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.
- k. Fire Services:** The total cost and revenues related to Fire Services provided by the County will remain in the County Special Fire District Fund but may however be supplemented by the County General Fund. The County shall not decrease the fire fund millage rate below 4.4 mills so long as any General Fund monies are being used to pay fire expenses. The County will provide fire services to Lovejoy (Exhibit “E”) and Jonesboro (Exhibit “F”) as provided in the Intergovernmental Agreements listed on Form 2 for Fire Services. The County and the Cities of Forest Park, Riverdale, Morrow, Lake City and College Park will provide mutual aid fire services to each other pursuant to the intergovernmental mutual aid agreement attached as



funding to the other for this service. The City of Lake City provides this service through contract with the City of Morrow. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate and in the intergovernmental agreements that provide for mutual aid.

- l. EMS:** The total cost and revenues related to EMS provided by the County in the unincorporated areas will remain in the County General Fund. The County will provide EMS services to Lovejoy (see Exhibit "E") and Jonesboro (see Exhibit "F") as provided in the Intergovernmental Agreements listed on Form 2 for EMS Services. The Cities of Forest Park, Morrow, and Lake City will provide this service through their General Funds. The County shall be responsible for transport of patients in those areas delineated on Exhibit "H" and the Cities of Forest Park, Morrow, and Lovejoy for those areas delineated on Exhibit "H." The Parties have executed an intergovernmental agreement for mutual aid regarding this service attached as Exhibit "G." Except as may otherwise be provided therein, the mutual aid agreement (at Exhibit "G") will not obligate the parties to provide any funding to the other for this service. The City of Lake City provides this service through contract with the City of Morrow. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate and in the intergovernmental agreements that provide for mutual aid.
  
- m. Courts and Law Enforcement:** The Clayton County General Fund will continue to fund all the operations of the Superior, State, Magistrate, Juvenile, and Probate Courts, Clerks for such Courts, Solicitors Office, District Attorney, State Adult Probation, Correctional Facility and Sheriff's Office supplemented by fines and forfeitures collected by such courts and operations. Each of the Cities operate municipal courts which will be funded by their respective general funds, supplemented by funds and forfeitures collected by such courts.

- n. Animal Control and Disposal:** The total cost and total revenues resulting from Animal Control and Disposal operations provided by the County will remain in the County General Fund. The County will provide to and within the Cities any requested services in a manner and on a schedule as determined by the County personnel in charge of such services at no additional expense. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.
- o. Community Development:** The total cost and total revenues resulting from Community Development provided by the County in the unincorporated area will remain in the County General Fund. The total cost and total revenues resulting from Community Development provided by the Cities in the incorporated areas will remain in the respected Cities' General Funds. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.
- p. Health and Welfare:** The total cost and total revenues resulting from Health and Welfare operations provided by the County will remain in the County General Fund. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.
- q. General Government and Other General Government:** Cost relating to General Government operations, including County Commissioners, Staff Attorney, Internal Audit, Finance, Risk Management, Computer Center, Human Resources, Central Services, Professional Services and Registrar and Other General Government to include County Garage, excluding those County Garage expenditures allocated through an internal service fund to other cost centers such as fire and police services, Refuse Control, Building Maintenance and Extension University of Georgia will remain in the County General Fund. The category in Other General Government for "Other General Government" will include expenditures not otherwise provided for in the Other General Government cost centers but will be readily identifiable as a General Fund expenditure. Compensation for any double taxation issues has been resolved in the L.O.S.T. distribution certificate.

- r. **Tax Assessment and Collection:** Cost relating to the Tax Commissioner and Tax Assessors will remain in the General Fund. Any tax collection services provided by the Tax Commissioner will be provided pursuant to an intergovernmental agreement with respective cities.
- s. **Library Services:** Cost related to the Library will remain in the General Fund.

## SECTION 4

### Governing Provisions

The following paragraphs provide for matters that the Parties have agreed should be part of this Agreement:

1. The Parties agree that the Discreetly Presented Component Units as reflected in the County's Annual Adopted Budget shall not receive any funding from the General Fund; and
2. The Parties agree that they may freely contract with public or private service providers for services assigned to them by this Agreement, be in government or private provider without triggering the requirement of a new or amended Service Delivery Agreement; and
3. The Parties agree that agreements among and between the Parties hereto may be changed or cancelled without modifying, cancelling or effecting in any way the Service Delivery Strategy Agreement.
4. The parties understand that the Distribution provided for in the LOST certificate attendant to this agreement may not be implemented by the State Revenue Commissioner in the time frame anticipated by the parties. If so, the Parties will work in good faith to ensure that each party receives the LOST distribution reflected in the filed certificates.

## SECTION 5

### Term

The Parties agree that this Agreement, the Form 2's at Exhibit "A," and the Agreements attached as Exhibits "B," "E," "F," and "G," shall commence upon execution and shall continue until the expiration of such by operation of law, including any extension thereof by virtue of the dispute resolution provisions of the statute, and all the agreements attached as exhibits shall continue in effect for so long as this Agreement shall continue. Signatures on Form 4 shall be effective for the Agreements reflected in Exhibits "B," "E," "F," and "G."

## SECTION 6

### Provisions of General Application

**RIGHT TO SEEK SPECIFIC PERFORMANCE.** The Parties agree that the damages resulting from a breach of the contractual rights granted by this Agreement may not be susceptible to monetary calculation, and that damages recoverable at law may not be adequate compensation for non-performance, by either party, of the covenants of this Agreement. It is therefore agreed that in each instance where money damages are not an adequate remedy for the non-performance of the terms and conditions of this Agreement, and the provisions of the Resolution of Disputes provision herein have been complied with, either Party shall be entitled to specific performance or any other available equitable remedies.

**SEVERABILITY.** It is understood and agreed by the Parties that if any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other condition or provision herein contained; provided, however, that the invalidity of any such condition or provision does not materially prejudice either of the Parties in its respective rights and obligations contained in the remaining valid conditions or provisions of this Agreement.

**WAIVER.** No failure of any Party hereto to exercise any right or power granted under this Agreement or to insist upon strict compliance by the other

Parties of the terms and conditions of this Agreement, shall constitute a waiver of any Party's right to demand exact and strict compliance by the other Parties hereto with the terms and conditions of the Agreement. Nor shall any custom or practice that may evolve between the Parties in the administration of the terms hereof be construed to waive or lessen the right of a Party to insist upon the performance by the other Parties in strict accordance with the terms hereof.

**INCORPORATION OF EXHIBITS.** All exhibits referred to herein, provisions of other agreements or documents, appendices, exhibits or schedules which may, from time to time, be referred to herein or in any duly executed agreement hereto are (and with respect to future amendments, shall be) by such reference incorporated herein and shall be deemed a part of this Agreement as fully as if set forth herein; provided, however, if any conflict exists between any such agreements or documents, appendices, exhibits or schedules and any provision of this Agreement, the provision of this Agreement shall prevail.

**RIGHTS OF NON-PARTIES.** No Party not a signatory to this Agreement shall be a beneficiary of the rights and obligations hereunder.

**PARTIES' RELATIONSHIP.** It is not the intention of the Parties to create, nor shall this Agreement be construed as creating, a partnership, joint venture, agency relationship, or association, or to render the Parties liable as partners, co-ventures, or principals. In their relations with each other under this Agreement, the Parties shall not be considered fiduciaries or to have established a confidential relationship, but rather shall be free to act on an arms-length basis in accordance with their own respective self-interests, subject, however, to the obligation of the Parties to act in good faith in their dealings with each other with respect to activities hereunder.

**TIME OF ESSENCE.** Time is expressed to be of the essence with respect to this Agreement.

**HEADINGS.** The headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**NOTICE.** All notices, consents, and approvals to be given hereunder shall be in writing and signed by a duly authorized representative of the Party by or on

whose behalf they are given and shall be deemed given when deposited in the United States mail by addressee, postage prepaid, certified or registered, addressed as follows (or to such other address as from time to time may be designated by either Party by written notice to the other Party).

- A. Clayton County  
112 Smith Street  
Jonesboro, Ga. 30236  
Attn: Chairman  
With a copy to  
Clayton County Legal Department  
112 Smith Street  
Jonesboro, Ga. #0236  
Attn: County Attorney
  
- B. City of College Park  
3667 Main Street  
College Park, Georgia 30337  
Attn: Mayor  
3667 Main Street  
College Park, Georgia 30337  
Attn: City Attorney
  
- C. City of Forest Park  
745 Forest Parkway  
Forest Park, Georgia 30297  
Attn: Mayor  
With a copy to  
745 Forest Parkway  
Forest Park, Georgia 30297
  
- D. City of Morrow  
1500 Morrow Road  
Morrow, Georgia 30260  
Attn: Mayor  
1500 Morrow Road  
Morrow, Georgia 30260  
Attn: City Attorney

- E. City of Riverdale  
7200 Church Street  
Riverdale, Georgia 30274  
Attn: Mayor  
7200 Church Street  
Riverdale, Georgia 30274  
Attn: City Attorney
- F. City of Lake City  
5455 Jonesboro Road  
Lake City, Georgia 30260  
Attn: Mayor  
5455 Jonesboro Road  
Lake City, Georgia 30260  
Attn: City Attorney
- G. City of Lovejoy  
2296 Talmadge Road  
Lovejoy, Georgia 30250  
Attn: Mayor  
2296 Talmadge Road  
Lovejoy, Georgia 30250  
Attn: City Attorney
- H. City of Jonesboro  
124 North Avenue  
Jonesboro, Georgia 30236  
Attn: Mayor  
124 North Avenue  
Jonesboro, Georgia 30236  
Attn: City Attorney

**RESOLUTION OF DISPUTES.** Should there arise any issues or disputes related to this Agreement, the Parties will, in good faith, attempt to resolve such issues or disputes promptly and amicably, and may by mutual agreement submit the same to non-binding mediation.

**NUMBER OF ORIGINAL DOCUMENTS.** It is agreed between the Parties that this Agreement shall be executed in two or more originals, all of which shall constitute one and the same document, and any one of which may be used for any purpose for which an original executed document may be used.

**INTERGOVERNMENTAL AGREEMENT.** The Parties hereto agree that this Agreement constitutes an intergovernmental contract entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983.

**PREVIOUS AGREEMENTS.** Upon execution of this Agreement, any and all currently existing agreements between the Parties that contradict this Agreement are hereby terminated and hereafter this Agreement shall govern. The agreements terminated by mutual agreement between the respective Cities and the Cities and the County pursuant to the execution of this Agreement are described and listed below.

The following agreements constitute the list of agreements that are hereby superseded:

<b><u>Service</u></b>	<b><u>Contracting Parties</u></b>	<b><u>Execution Date</u></b>
Bethsaida Park	Clayton County- Riverdale	2-24-86
Fire/EMS	Clayton County- Jonesboro	5-28-10
Fire/EMS	Clayton County- Lovejoy	8-31-04
Animal Control	Clayton County- Riverdale	1-04-08
Police Mutual Aid	Clayton County- Morrow	2-05-02
Fire Mutual Aid	Clayton County- Morrow	2-05-02
Animal Mutual Aid	Clayton County- Lovejoy	8-22-08
Fire Mutual Aid	Forest Park- Riverdale	2001
Fire Mutual Aid	Clayton County- College Park	2-05-02
Fire Mutual Aid	Clayton County- Forest Park	2-05-02
Fire Mutual Aid	Clayton County- Morrow	4-05-89



IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers have caused their hands and seals to be hereunto affixed, the day and year first above written

APPROVED and executed this 25<sup>th</sup> day of July, 2013.

Attest: City of Forest Park, Georgia



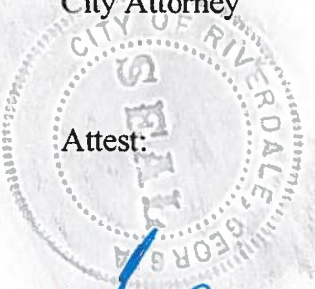
Mike Bankberg Seal  
City Clerk

[Signature]  
David Lockhart, Mayor

Approved as to form:

[Signature]

City Attorney



Attest: City of Riverdale, Georgia

Stephan L. Thomas Seal  
City Clerk

[Signature]  
Evelyn Wynn-Dixon, Mayor

Approved as to form:

Matt LaVallee

City Attorney (by Steve Fincher  
w/ express permission)

Attest:

City of Morrow, Georgia

Cynthia Browning Seal

City Clerk

J.B. Burke

J.B. Burke, Mayor

Approved as to form:

Greg Hecht

City Attorney

*(By Steve Fincher  
w/ express permission)*

Attest:

City of Lake City, Georgia

E. N. Paul Seal

City Clerk

Willie Oswalt

Willie Oswalt, Mayor

Approved as to form:

[Signature]

City Attorney

Attest:

City of Lovejoy, Georgia

M. Bunnham Seal

City Clerk

Bobby Cartwright  
Bobby Cartwright, Mayor

Approved as to form:

L'Erin Barnes  
City Attorney (by Steve Fincher  
w/ express permission)

Attest:

City of Jonesboro, Georgia

Laura Ter Seal

City Clerk

Joy Day  
Joy Day, Mayor

Approved as to form:

[Signature]


City Attorney

Attest:

City of College Park, Georgia

 Seal

City Clerk

  
Jack Longino, Mayor, Pro Tem  
*Joe Carr*


Approved as to form:

  
City Attorney

Attest:

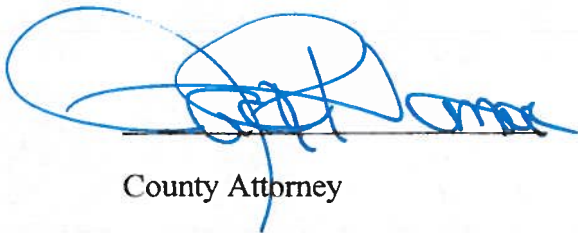
Clayton County, Georgia

 Seal  
Assistant  
County Clerk

  
Jeffrey E. Turner, Chairman

Clayton County Board of Commissioners

Approved as to form:

  
County Attorney

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION  
OF POLICE MUTUAL AID  
BETWEEN  
CLAYTON COUNTY, GEORGIA, and the  
CITIES OF FOREST PARK, RIVERDALE, MORROW, LAKE  
CITY, LOVEJOY, JONESBORO AND COLLEGE PARK  
GEORGIA**

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This INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") by and between Clayton County, a political subdivision of the State of Georgia, the Cities of Forest Park, Riverdale, Morrow, Lake City, Lovejoy, Jonesboro and College Park, , organized and existing under the laws of the State of Georgia, is made and entered the same day as execution of the 2013 Interjurisdictional Service Delivery Agreement. Clayton County and the Cities are hereinafter referred to as "Party", respectively and as "Parties" collectively.

WHEREAS, Clayton County, (hereinafter the "County") the cities of Forest Park, Riverdale, Morrow, Lovejoy, Jonesboro, Lake City and College Park, Georgia "hereinafter the "Cities") are contiguous; and,

WHEREAS, the County and the Cities each maintain and staff a Police Department for the purpose of providing police services including patrol, criminal investigation, and special police services for their respective jurisdictions; and

WHEREAS, the County and the cities have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental police services to the other in the case of an emergency, or when requested by either Party and to participate in joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. § 36-69 "Georgia Mutual Aid Act."

**NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:**

## ARTICLE 1-MUTUAL AID

**Paragraph 1.1** The Parties agree to provide mutual aid to each other. This agreement is a reciprocal contract. Any Party to this Agreement may be requested by another Party to provide mutual aid.

**Paragraph 1.2** The level of mutual aid extended shall be determined by each Party. Upon approval from the Police Department Chief or designee providing aid, the Party providing aid agrees to respond to any request in periods of emergency, and on occasions with greater police, guidance and other services as required based upon the available personnel, equipment and local conditions at the time of the emergency.

**Paragraph 1.3** It is expressly agreed that the mutual aid actually provided may be recalled at the discretion of the Police Department Chief or designee of the jurisdiction providing aid.

**Paragraph 1.4** It is further agreed that the parties will participate in joint training exercises at least annually to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Police Department Chiefs for each Party.

## ARTICLE 2-SUPERVISION

**Paragraph 2.1** The jurisdiction providing aid shall dispatch a Field Commander. The Field Commander shall coordinate resources of the jurisdiction providing aid and shall report to the Incident Commander (the person responsible for all aspects of the emergency response) of the jurisdiction having authority.

**Paragraph 2.2** When the Field Commander of the jurisdiction providing aid arrives before units of the jurisdiction receiving aid, then that Officer shall assume command of the incident as if it occurred in the jurisdiction providing aid. The Officer shall be in command until a transfer of command has occurred between the Officer and the Incident Commander from the jurisdiction receiving aid.

**Paragraph 2.3** Employees on the scene of the incident or emergency will work under their own supervisor and with their own equipment to the extent possible.

**Paragraph 2.4** The Incident Commander and any appropriate officers of the jurisdiction receiving aid will give all general direction relative to responding to the incident or emergency, except as provided in Paragraph 2.1.

**Paragraph 2.5** Each Party agrees to furnish necessary equipment, resources, and facilities and to render services to the other as set forth above, however, no Party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.

### ARTICLE 3 – LIABILITY

**Paragraph 3.1** No employee of the jurisdiction providing aid shall be liable for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

**Paragraph 3.2** Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the employees providing aid and the jurisdiction receiving aid. Each jurisdiction shall continue to provide its employees with all compensation and benefits they are entitled to when the employees are providing services in another jurisdiction pursuant to this Agreement.

**Paragraph 3.3** All damages or repairs to any equipment or apparatus shall be the responsibility of the jurisdiction that owns such equipment or apparatus unless damage is caused by willful and wanton conduct of a Party. Compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the jurisdiction requesting aid, shall be distributed to the jurisdiction providing aid in proportion to the level of actual involvement incurred while providing mutual or automatic aid.

**Paragraph 3.4** Nothing contained in this Agreement shall be construed to be a waiver of either jurisdiction's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

#### **ARTICLE 4- CONSIDERATION**

**Paragraph 4.1** No Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

**Paragraph 4.2** It is expressly agreed that the mutual advantage and protection afforded by this agreement is adequate consideration to both Parties.

**Paragraph 4.3** Each Party to this agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other Party.

**Paragraph 4.4** Each party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

#### **ARTICLE 5- RELEASE OF CLAIMS**

**Paragraph 5.1** Each of the parties agree to release and hold harmless the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly or indirectly arising out of the use of any vehicle, equipment, or by the other party as a result of any and all acts performed or that fail to be performed by either party during the provision of service pursuant to this Agreement, except that this clause is not intended to indemnify or release against any cost or damage caused by willful and wanton conduct of a Party.

#### **ARTICLE 6- INJURIES TO PERSONNEL**

**Paragraph 6.1** Any damage or other compensation which is required to be paid to any responding employee by reason of an injury occurring while their services are being utilized



pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person. Each Party shall be responsible for paying workers' compensation benefits to its personnel, for the purposes of this section, pursuant to state law.

#### **ARTICLE 7- NO THIRD PARTY BENEFICIARIES**

**Paragraph 7.1** This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### **ARTICLE 8- TERM**

**Paragraph 8.1** This agreement shall commence upon the execution of the Service Delivery Strategy Agreement, and shall continue until the expiration of such Agreement by operation of law. Thereafter, this agreement shall stand automatically renewed by the Parties on January 1 and each year thereafter on January 1st unless any Party, prior to 180 days prior to the pending expiration, hereto tenders written notice to any other Party of its intention that the Agreement not renew.

#### **ARTICLE 9-INCIDENT SCENE COMMUNICATIONS**

**Paragraph 9.1** The Incident Commander of the jurisdiction having control shall provide specific instructions to the Field Commander arriving on the emergency scene unless and until a more sophisticated emergency scene communications system can be provided.

**Paragraph 9.2** Whenever possible, the Incident Commander should provide the Field Commander with a portable radio for use during the emergency.

**Paragraph 9.3** Upon arriving on the scene, the Field Commander shall keep his or her department informed of the status of the operation. If it appears that the equipment supplied by the jurisdiction providing aid will be needed at the emergency scene for an extended period of time, the Field Commander should so advise his or her dispatcher.

## **ARTICLE 10- ADEQUATE COVERAGE FOR OWN JURSDICATION**

**Paragraph 10.1** Each jurisdiction is responsible for providing adequate coverage for its own department. Each Party's foremost responsibility is to its own citizens. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

## **ARTICLE 11- ADMINISTRATION**

**Paragraph 11.1** The Parties shall be jointly responsible for the administration and coordination of all efforts related to this Agreement and the services described herein.

## **ARTICLE 12- ENTIRE AGREEMENT**

**Paragraph 12.1** This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

**Paragraph 12.2** This Agreement shall be the sole instrument for the provision of mutual aid for emergency police service between the Parties.

## **ARTICLE 13- SEVERABILITY OF TERMS**

**Paragraph 13.1** In the event any part or provision of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 14- NOTICES**

**Paragraph 14.1** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail or registered mail, return receipt

requested with proper postage prepaid and addressed to the appropriate Party as indicated in the "Notice" section of the Clayton County Service Delivery Strategy Agreement.

**ARTICLE 15- GOVERNING LAW**

**Paragraph 15.1** This Agreement shall be governed by the laws of the State of Georgia.

STATE OF GEORGIA

COUNTY OF CLAYTON

INTERGOVERNMENTAL AGREEMENT  
FOR  
USE OF THE FOOTBALL FIELD AT  
THE RIVERDALE PARK

THIS AGREEMENT made and entered into this 23rd day of July, 2012 by and between the City of Riverdale (the "City"), a municipal corporation existing under the laws of the State of Georgia (together referred to herein as the "City"), and Clayton County, Georgia, a political subdivision of the State of Georgia (the "County").

WITNESSETH:

WHEREAS, the County awarded Community Development Block Grant funds to the City for site work for Phase I of a new park, referred to as the Riverdale Park (the "Park"); and

WHEREAS, the County's Parks and Recreation Department (the "Department") is responsible for coordinating and scheduling football games and other sports requiring outdoor fields; and

WHEREAS, Phase I of the Park will include a new football field, which, through Resolution No. 37-07-2012, the City has made available for teams participating in the Department's football program and other youth sports; and

WHEREAS, two youth football teams, the Riverdale Blackhawks and the Riverdale Hurricanes, and their corresponding cheerleading teams will participate in the Department's football and cheerleading program, which is called the Clayton County Football League (the "CCFL"); and

WHEREAS, the City and the County are desirous of entering into an Intergovernmental Agreement providing for the terms and conditions under which CCFL program activities will be conducted at the Park; and

WHEREAS, the City and the County have agreed to render the services in keeping with the terms and provisions set forth hereinafter.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1.

The Department shall have the following duties and responsibilities in connection with the operation of the CCFL. The Department shall:

- (A) Conduct registration for the the Riverdale Blackhawks and the Riverdale Hurricanes and their corresponding cheerleading teams at designated County-owned facilities, specifically, the Jim Huie, Carl Rhodenizer, and Virginia Gray Recreation Centers, as well as at the Nassau Building located at Clayton County International Park. Any and all registration revenue shall be retained by the County;
- (B) Select, screen, train, certify, and manage all volunteer coaches for the CCFL;
- (C) Provide uniforms, equipment (helmets and shoulder pads), game schedules, game officials, program photos, and participation awards for all CCFL youth participants; and
- (D) Provide an Athletic Coordinator who will be assigned to manage the day-to-day operations of the CCFL, including but not limiting to the scheduling of all football games. The Athletic Coordinator shall be on site during all CCFL events.

2.

The City shall have the following duties and responsibilities in connection with the operation of the CCFL. The City shall:

- (A) Provide a playing location and related facilities, if any, for CCFL games, equipped with a standard football field with goalposts, bleachers, field markers, down markers, lights, press box, concessions operations, parking areas, and restroom facilities;
- (B) Provide and schedule all staffing and maintenance of the football field and facilities;  
and
- (C) Provide and maintain storage facilities for all football related equipment owned by the City.

The City may permit CCFL youth participants to conduct practices and other CCFL activities on the Park grounds. In the event that youth participants are granted access to utilize the Park and its facilities, a County Athletic Coordinator shall be on site to manage and monitor CCFL program activities.

3.

No County training materials (i.e. sleds, blocking dummies, shields, or chutes) shall be transported to or from the Park unless the parties agree to the terms and conditions under which the County will do so.

4.

The parties hereto shall cooperate with each other as to matters relating to the services provided hereunder, including the designation by each party of individuals who will be available during normal working hours to assist in the resolution of disputes, which may arise between the

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings, written or oral, between said parties respecting its subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly elected officials or officers, in multiple originals, as of the day and year first above written.

CITY OF RIVERDALE

Stephan L Thomas  
Witness

BY: Mr. Evelyn Wynn  
Mayor

CLAYTON COUNTY, GEORGIA

James Mean  
Witness

BY: Eldrin Bell  
Eldrin Bell, Chairman  
Board of Commissioners

THE FOREGOING RESOLUTION NO RESOLUTION NO. 16-06-2013 WAS OFFERED BY COUNCILMEMBER, \_\_\_\_\_ WHO MOVED ITS APPROVAL. THE MOTION WAS SECONDED BY COUNCILMEMBER \_\_\_\_\_, AND BEING PUT TO A VOTE, THE RESULTS WAS AS

FOLLOWS:

	AYE	NAY
MAYOR EVELYN WYNN-DIXON	_____	_____
COUNCIL MEMBER CYNTHIA STAMPS-JONES	_____	_____
COUNCIL MEMBER AN'CEL DAVIS	_____	_____
COUNCIL MEMBER WANDA WALLACE	_____	_____
COUNCIL MEMBER KENNETH RUFFIN	_____	_____

THE MAYOR THEREFORE DECLARED RESOLUTION NO. 16-06-2013 DULY PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF JUNE 2013.

CITY OF RIVERDALE, GEORGIA

BY:

\_\_\_\_\_  
MAYOR EVELYN WYNN-DIXON

\_\_\_\_\_  
COUNCIL MEMBER CYNTHIA STAMPS-JONES

\_\_\_\_\_  
COUNCIL MEMBER AN'CEL DAVIS

\_\_\_\_\_  
COUNCIL MEMBER WANDA WALLACE

\_\_\_\_\_  
COUNCIL MEMBER KENNETH RUFFIN

ATTESTED BY:

\_\_\_\_\_  
STEPHANIE THOMAS, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
MATT LAVALLE, CITY ATTORNEY  
DALEY, KOSTER, & LAVALLE



**EXHIBIT E**

State of Georgia

County of Clayton

PROVISION OF FIRE AND EMERGENCY SERVICES AGREEMENT

This Fire and Emergency Agreement (the "Agreement") is made and entered into this 25<sup>th</sup> day of July, 2013, by and between Clayton County, Georgia, a political subdivision in the State of Georgia ("the County") and the City of Lovejoy, a municipal corporation existing under the laws of the State of Georgia ("the City").

WITNESSETH

WHEREAS, the County maintains and staffs a fire department for the purpose of fire suppression, protection, prevention, technical rescue, hazardous materials response, emergency medical services, fire code enforcement, fire investigation, pre-construction plan review, and existing fire compliance annual inspections (collectively "Fire and Emergency Services"); and

WHEREAS, the City has the right and authority to provide Fire and Emergency Services within its corporate limits; and

WHEREAS, it is the intent of the City and the County that the City shall reserve its right and authority to provide Fire and Emergency Services within its corporate limits; and

WHEREAS, the City desires to provide such Fire and Emergency Services within its corporate limits by contracting with the County for the provision of Fire and Emergency Services; and

WHEREAS, the County and the City have determined that it is to the mutual advantage and benefit of both parties hereto and their respective citizens that the County render such Fire and Emergency Services to the City in the event of fire or the other local emergency; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto to enter into this Agreement as authorized in Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the Georgia Constitution and Section 15-10-150 et seq. of the Official Code of Georgia.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows.

**1.) Fire and Emergency Services Provided.**

- (a) The City agrees to allow, authorize and request that the County provide Fire and Emergency Services within the corporate boundaries of the City. For purposes of this Agreement "Fire and Emergency Services shall mean fire suppression, protection, prevention, technical rescue, hazardous material response, emergency medical services, and fire code enforcement limited to annual compliance inspections (collectively "Fire and Emergency Service");

(b) The level of service to be provided to the City shall be the same as that provided to unincorporated Clayton County. The Fire Chief of the County, or his designee, shall determine the actual number of personnel, number of vehicles, and the amount of equipment and apparatus the County will extend in each instance of emergency based on the available personnel, vehicles, equipment and apparatus and of local conditions at the time of emergency.

## **2. Term of Agreement**

See Section 5 of the Clayton County Services Delivery Strategy Agreement.

## **3. Consideration.**

In lieu of direct payments from the City, as compensation for the delivery of such Fire and Emergency Services, the County shall levy, collect and retain an assessment of and payments for the special district (the Fire District) ad valorem property tax collected within the boundaries of the City. Such tax shall be paid by the property owners within the City, and shall consist of that tax already being imposed for the special district which has and shall continue to include the City, such tax being currently imposed and collected by the County. Accordingly, the City shall not be required to pay any direct, additional compensation to the County for such Fire and Emergency Services rendered pursuant to this Agreement. Provided further, such tax shall be imposed on the property owners of the City at the same rate as it is imposed on property owners in unincorporated Clayton County for Fire and Emergency Services only.

The County and City agree that the execution of this Agreement shall in no way compromise of the City's status as a Qualified Municipality as set forth at O.C.G.A. § 48-8-110 or O.C.G.A. § 48-8-80. The County agrees not to object to the City's qualification as a Qualified Municipality or to the City's participation in any Special Purpose Local Option Sales Tax or any Local Option Sales Tax based upon an assertion that the City fails to provide fire protection to its citizenry. If at any time during the term of this Agreement, or any extension thereof, the City receives a challenge to the City's status as a Qualified Municipality based upon an allegation that the City's provision of fire protection does not meet the requirements set forth at O.C.G.A. §§ 48-8-110(B) or 48-8-80(5), the City and County agree the City may at its option, budget and tax for the Fire Services described in this agreement, and thereafter remit to the County a fee for said service as herein after provided.

Written notice of the City's election to budget and tax for the Fire and Emergency Services shall be provided to the County pursuant to this Agreement. Upon the City's election to tax for the provision of the Fire and Emergency Services within the City, the City shall, within one budget cycle (the time required to prepare a budget, establish a millage, levy and collect an ad valorem tax) budget for, levy and collect an ad valorem tax to fund its alternative payments hereunder. The County shall not levy a Fire District tax on the citizens of the City for any calendar year that the City elects to budget, levy and collect an ad valorem tax for the provision of Fire and Emergency Services. The Payment for Fire and Emergency Services to the County

shall be equal to the tax revenue the County would have otherwise levied for the Fire District tax in the City. Payment to the County by this alternative method shall be due January 15 of any calendar year in which a payment for Fire Services is received by the City pursuant to the terms of this Agreement.

#### **4. Liability**

(a) There is no special duty imposed by this Agreement on the County to respond for Fire and Emergency Services within the City any differently than the County provides within the unincorporated areas of Clayton County.

(b) No employee of the County shall be deemed to be an employee or agent of the City as a result of any action or incident arising pursuant to this Agreement.

(c) Any injury to County personnel, damages to any County vehicle, equipment or apparatus used in the performance of this Agreement, or any harm or injury caused to any third person arising out of the County's performance of its duties under this Agreement shall be the responsibility of the County and the County shall indemnify and defend the City against any such claims.

#### **5. Notice.**

All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective administrative offices, or such other addresses as it may designate, by notice given as aforesaid.

#### **6. Third Party Beneficiaries.**

This Agreement shall not be construed as or deemed to be an Agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

#### **7. Entire Agreement.**

This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the provisions of Fire and Emergency Services, and no modification of this Agreement shall be binding unless signed by the parties hereto. This Agreement shall supersede any and all prior Agreements, communications, understandings, negotiations, and discussions, whether oral or written, by and among the parties hereto, with respect to Fire services to be provided to the City by the County. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

#### **8. Severability.**

If any provision hereof or the application thereof to any party or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other parties or circumstances, shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized elected officials on the date first and above written.

# EXHIBIT F

STATE OF GEORGIA  
COUNTY OF CLAYTON

## PROVISION OF FIRE AND EMERGENCY SERVICES AGREEMENT

This Fire and Emergency Services Agreement (the "Agreement") is made and entered into this 25<sup>th</sup> day of July, 2013, by and between Clayton County, Georgia, a political subdivision in the State of Georgia ("the County") and the City of Jonesboro, a municipal corporation existing under the laws of the State of Georgia ("the City").

### WITNESSETH:

WHEREAS, the County maintains and staffs a fire department for the purpose of fire suppression, protection, prevention, technical rescue, hazardous materials response, emergency medical services, fire code enforcement, fire investigation, pre-construction plan review, existing fire compliance inspections and new construction inspections (collectively "Fire and Emergency Services"); and

WHEREAS, the City has the right and authority to provide Fire and Emergency Services within its corporate limits; and

WHEREAS, it is the intent of the City and the County that the City shall reserve its right and authority to provide Fire and Emergency Services within its corporate limits; and

WHEREAS, the City desires to provide such Fire and Emergency Services within its corporate limits by contracting with the County for the provision of Fire and Emergency Services; and

WHEREAS, the County and the City have determined that it is to the mutual advantage and benefit of both parties hereto and their respective citizens that the County render such Fire and Emergency Services to the City in the event of fire or other local emergency; and

WHEREAS, it is the desire of the respective governing authorities represented by the signatories hereto to enter into this Agreement as authorized in Article IX, Section IV, Paragraph II and Article IX, Section III, Paragraph I of the Georgia Constitution and Section 15-10-150 et seq. of the Official Code of Georgia.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

**1. Fire and Emergency Services Provided.**

- (a) The City agrees to allow, authorize and request that the County provide Fire and Emergency Services within the corporate boundaries of the City. For purposes of this Agreement "Fire and Emergency Services shall mean fire suppression, protection, prevention, technical rescue, hazardous materials response, emergency medical services, fire code enforcement, fire investigation, pre-construction plan review, existing fire compliance inspections and new construction inspections (collectively "Fire and Emergency Services");
- (b) The level of service to be provided to the City shall be the same as that provided to unincorporated Clayton County. The Fire Chief of the County, or his designee, shall determine the actual number of personnel, number of vehicles, and the amount of equipment and apparatus the County will extend in each instance of emergency based on the available personnel, vehicles, equipment and apparatus and of local conditions at the time of emergency.
- (c) To ensure the consistency of service between that provided to the unincorporated areas of the County and within the corporate boundaries of the City, the City agrees, within forty-five (45) days of the effective date of this Agreement to amend Chapter 38, "Fire Prevention and Protection" of the code of the City of Jonesboro, by deleting it in its

entirety and replacing it with the provisions of Chapter 42, "Fire Prevention and Protection", as adopted in the Code of Ordinances of Clayton County, with appropriate editorial amendments as approved by Clayton County, and to include any subsequent amendments thereof, in whole, upon adoption by the Board of Commissioners, with appropriate editorial amendments as approved by Clayton County, unless otherwise agreed to by the County and the City. Failure to adopt the County code as described above may result in the termination of this agreement. In the event the County believes that the City is in default of this provision, it shall give the City written notice thereof. The City shall have 90 days to cure the alleged default. If, in the opinion of the County, the City has not cured the default within 90 days of its receipt of the notice of default, the County may terminate this agreement upon 90 days written notice.

**2. Term of Agreement.**

This Agreement shall commence upon its execution by the parties' authorized officials following approval by the respective governing bodies of the parties and shall continue in effect until December 31, 2019. This Agreement shall automatically renew by the parties on January 1, 2020 and each year thereafter on January 1, unless and until such time as written notice of termination is received by either party at least one hundred eighty (180) days prior to the expiration of the first term or any renewal term thereafter.

**3. Consideration.**

In lieu of direct payments from the City, as compensation for the delivery of such Fire and Emergency Services the County shall levy, collect and retain an assessment of and payments for the special district (the Fire District) ad valorem property tax collected within the boundaries of the City. Such tax shall be paid by the property owners within the City, and shall consist of that tax already being imposed for the special district which has and

shall continue to include the City, such tax being currently imposed and collected by the County. Accordingly, the City shall not be required to pay any direct, additional compensation to the County for such Fire and Emergency Services rendered pursuant to this Agreement. Provided further, such tax shall be imposed on the property owners of the City at the same rate as it is imposed on property owners in unincorporated Clayton County for Fire and Emergency Services only.

The County and City agree that the execution of this Agreement shall in no way compromise the City's status as a Qualified Municipality as set forth at O.C.G.A. 48-8-110 or O.C.G.A. 48-8-80. The County agrees not to object to the City's qualification as a Qualified Municipality or to the City's participation in any Special Purpose Local Option Sales Tax or any Local Option Sales Tax based upon an assertion that the City fails to provide fire protection to its citizenry. If at any time during the term of this Agreement, or any extension thereof, the City receives a challenge to the City's status as a Qualified Municipality based upon an allegation that the City's provision of fire protection does not meet the requirements set forth at O.C.G.A. 48-8-110(B) or 48-8-80(5), the City and County agree the City may at its option, budget and tax for the Fire Services described in this agreement, and thereafter remit to the County a fee for said service as herein after provided.

Written notice of the City's election to budget and tax for the Fire and Emergency Services shall be provided to the County pursuant to this Agreement. Upon the City's election to tax for the provision of the Fire and Emergency Services within the City, the City shall, within one budget cycle (the time required to prepare a budget, establish a millage, levy and collect an ad valorem tax) budget for, levy and collect an ad valorem tax to fund its alternative payments hereunder. The County shall not levy a Fire District tax on the citizens



of the City for any calendar year that the City elects to budget, levy and collect an ad valorem tax for the provision of Fire and Emergency Services. The payment for Fire and Emergency Services to the County shall be equal to the tax revenue the County would have otherwise levied for the Fire District tax in the City. Payment to the County by this alternate method shall be due January 15 of any calendar year in which a payment for Fire Services is received by the City pursuant to the terms of this Agreement.

**4. Liability.**

- (a) There is no special duty imposed by this Agreement on the County to respond for Fire and Emergency Services within the City any differently than the County provides within the unincorporated areas of Clayton County.
- (b) No employee of the County shall be deemed to be an employee or agent of the City as a result of any action or incident arising pursuant to this Agreement.
- (c) Any injury to County personnel, damages to any County vehicle, equipment or apparatus used in the performance of this Agreement, or any harm or injury caused to any third person arising out of the County's performance of its duties under this Agreement shall be the responsibility of the County, and the County shall indemnify and defend the City against any such claims.

**5. Notice.**

All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective administrative offices, or such other address as it may designate, by notice given as aforesaid.

**6. Third Party Beneficiaries.**

This Agreement shall not be construed as or deemed to be an Agreement for the benefit to any third party or parties, and no third parties shall have any right of action hereunder for any cause whatsoever.

**7. Entire Agreement.**

This Agreement constitutes the sole and entire agreement between the parties hereto with respect to the provisions of Fire and Emergency Services, and no modification of this Agreement shall be binding unless signed by the parties hereto. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

**8. Severability.**

If any provision hereof or the application thereof to any party or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision or other parties or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized elected officials on the date first above written.

{SIGNATURES NEXT PAGE}

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION  
OF FIRE & EMERGENCY SERVICES MUTUAL AID  
BETWEEN  
CLAYTON COUNTY, GEORGIA, and the  
CITIES OF FOREST PARK, RIVERDALE, MORROW, LAKE  
CITY AND COLLEGE PARK GEORGIA**

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This INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") by and between Clayton County, a political subdivision of the State of Georgia, the Cities of Forest Park, Riverdale, Morrow, Lake City and College Park, , organized and existing under the laws of the State of Georgia, is made and entered the same day as execution of the 2013 Interjurisdictional Service Delivery Agreement. Clayton County and the Cities will be referred hereinafter as "Party", respectively, and the "Parties" collectively.

WHEREAS, Clayton County, (hereinafter the "County") the cities of Forest Park, Riverdale, Morrow, Lovejoy, Jonesboro, Lake City and College Park, Georgia "hereinafter the "Cities") are contiguous; and,

WHEREAS, the County and the Cities, except Lovejoy, Jonesboro and Lake City, each maintain and staff a Fire Department for the purpose of fire suppression, protection, prevention, rescue and emergency medical assistance and,

WHEREAS, the County through intergovernmental agreements provides fire suppression, protection, prevention, rescue and emergency medical assistance to Lovejoy and Jonesboro; Lake City has an intergovernmental agreement with the City of Morrow to provide such services and,

WHEREAS, the County, the Cities have determined that it is to the mutual advantage and benefit of each of the Parties hereto that they render supplemental fire suppression, protection, prevention, rescue and emergency medical assistance to the other Pin the event of a fire or other local emergency, and to take part in joint training exercises; and,

WHEREAS, it is the desire of the signatories hereto to enter into this agreement for mutual aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. § 36-69 "Georgia Mutual Aid Act."

**NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:**

## ARTICLE 1-MUTUAL AID

**Paragraph 1.1** The Parties agree to provide mutual aid to each other. This agreement is a reciprocal contract. Any Party to this agreement may be requested by another Party to provide mutual aid.

**Paragraph 1.2** The level of mutual aid extended shall be determined by each Party. Upon approval from the Fire Chief or designee providing aid, the Party providing aid shall determine the actual amount of equipment and staff it will supply or make available in each instance or emergency, based upon the available personnel, equipment and local conditions at the time of the emergency.

**Paragraph 1.3** It is expressly agreed that the mutual aid actually provided may be recalled at the discretion of the Fire Chief or designee of the jurisdiction providing aid based on local conditions at the time of the emergency.

**Paragraph 1.4** It is further agreed that the Parties will participate in joint training exercises at least annually to promote a basic standardization of operations and philosophy to the extent necessary as determined and agreed upon by the Fire Chiefs for each Party.

## ARTICLE 2-SUPERVISION

**Paragraph 2.1** The jurisdiction providing aid shall dispatch either a Task Force/Strike Team Leader who shall hold the permanent rank of Chief Officer or the highest level of company officer capable of serving as an Acting Chief Officer. The Chief Officer or Acting Chief Officer shall coordinate resources of the jurisdiction providing aid and shall report to the Incident Commander (the person responsible for all aspects of the emergency response) of the jurisdiction having authority.

**Paragraph 2.2** When the Task Force/Strike Team Leader or Chief Officer of the jurisdiction providing aid arrives before units of the jurisdiction receiving aid, then that Officer shall assume command of the incident as if it occurred in the jurisdiction providing aid. The Chief

Officer shall be in command until a transfer of command has occurred between the Chief Officer and the Incident Commander from the jurisdiction receiving aid.

**Paragraph 2.3** Employees on the scene of the incident or emergency will work under their own supervisor and with their own equipment to the extent possible.

**Paragraph 2.4** The Incident Commander and any appropriate officers of the jurisdiction receiving aid will give all general direction relative to responding to the incident or emergency, except as provided in Paragraph 2.1.

**Paragraph 2.5** Incidents will be managed utilizing the *National Incident Management System*.

### **ARTICLE 3 – LIABILITY**

**Paragraph 3.1** No employee of the jurisdiction providing aid shall be liable for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

**Paragraph 3.2** Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the employees providing aid and the jurisdiction receiving aid. Each jurisdiction shall continue to provide its employees with all compensation and benefits they are entitled to when the employees are providing services in another jurisdiction pursuant to this Agreement.

**Paragraph 3.3** All damages or repairs to any equipment or apparatus shall be the responsibility of the jurisdiction that owns such equipment or apparatus unless damage is caused by willful and wanton conduct of a Party. Compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the

jurisdiction requesting aid, shall be distributed to the jurisdiction providing aid in proportion to the level of actual involvement incurred while providing mutual or automatic aid.

**Paragraph 3.4** Nothing contained in this Agreement shall be construed to be a waiver of either jurisdiction's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

#### **ARTICLE 4- CONSIDERATION**

**Paragraph 4.1** No Party under this Agreement will be required to pay any compensation to the other Party under this agreement for services rendered pursuant to this agreement.

**Paragraph 4.2** It is expressly agreed that the mutual advantage and protection afforded by this agreement is adequate consideration to both Parties.

**Paragraph 4.3** Each Party to this agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other Party.

**Paragraph 4.4** Each Party shall pay the salaries, benefits, and all other Compensation of its own personnel without cost to the other Party.

#### **ARTICLE 5- RELEASE OF CLAIMS**

**Paragraph 5.1** Each of the Parties agree to release and hold harmless the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other Party as a result of any and all acts performed or that fail to be performed by either Party during the provision of service pursuant to this Agreement, except that this clause is not intended to indemnify or release against any cost or damage caused by willful and wanton conduct of a Party.

## ARTICLE 6- INJURIES TO PERSONNEL

**Paragraph 6.1** Any damage or other compensation which is required to be paid to any responding employee by reason of an injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person. Each Party shall be responsible for paying workers' compensation benefits to its personnel, for the purposes of this section, pursuant to state law.

## ARTICLE 7- NO THIRD PARTY BENEFICIARIES

**Paragraph 7.1** This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

## ARTICLE 8- TERM

**Paragraph 8.1** This Agreement shall commence upon the execution of the Service Delivery Strategy Agreement, and shall continue until the expiration of such agreement by operation of law. Thereafter, this agreement shall stand automatically renewed by the Parties on January 1 and each year thereafter on January 1st unless any Party, prior to 180 days prior to the pending expiration, hereto tenders written notice to any other Party of its intention that the Agreement not renew.

## ARTICLE 9-INCIDENT SCENE COMMUNICATIONS

**Paragraph 9.1** The Incident Commander of the jurisdiction having control shall provide specific instructions to the Chief Officer arriving on the emergency scene unless and until a more sophisticated fire scene communications system can be provided.

**Paragraph 9.2** Whenever possible, the Incident Commander should provide the Mutual Aid Officer with a portable radio for use during the emergency.

**Paragraph 9.3** Upon arriving on the scene, the Task Force/Strike Team Leader or Chief Officer shall keep his or her department informed of the status of the operation. If it appears that the equipment supplied by the jurisdiction providing aid will be needed at the emergency scene for an extended period of time, the Task Force/Strike Team Leader or Chief Officer should so advise his or her dispatcher.

#### **ARTICLE 10- ADEQUATE COVERAGE FOR OWN JURISIDCITION**

**Paragraph 10.1** Each jurisdiction is responsible for providing adequate coverage for its own department. Each Party's foremost responsibility is to its own citizens. The provisions of this agreement shall not be construed to impose an unconditional obligation on any Party to this agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

**Paragraph 10.2** In the event that a jurisdiction has dedicated a major amount of fire suppression or specialized equipment to an incident, the jurisdiction may request aid to cover vacant areas by relocating mutual aid units into the effected jurisdiction.

#### **ARTICLE 11- ADMINISTRATION**

**Paragraph 11.1** The Parties shall be jointly responsible for the administration and coordination of all efforts related to this Agreement and the services described herein.

#### **ARTICLE 12- ENTIRE AGREEMENT**

**Paragraph 12.1** This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

**Paragraph 12.2** This Agreement shall be the sole instrument for the provision of mutual aid for emergency fire service between the Parties.



### **ARTICLE 13- SEVERABILITY OF TERMS**

**Paragraph 13.1** In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

### **ARTICLE 14- NOTICES**

**Paragraph 14.1** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, in hand, or when mailed by certified mail or registered mail, return receipt requested with proper postage prepaid and addressed to the appropriate Party as indicated in the "Notice" section of the Clayton County Service Delivery Strategy Agreement.

### **ARTICLE 15- GOVERNING LAW**

**Paragraph 15.1** This Agreement shall be governed by the laws of the State of Georgia.

# Clayton County EMS Zones

Exhibit H

