



SERVICE DELIVERY STRATEGY

**FORM 1**

COUNTY: FORSYTH COUNTY

**I. GENERAL INSTRUCTIONS:**

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

<p><b>OPTION A</b> <i>Revising or Adding to the SDS</i></p>	<p><b>OPTION B</b> <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> <li>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.)</li> <li>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).</li> <li>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).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>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).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1182 1539 1413" style="background-color: #000080; color: white; padding: 10px; text-align: center;"> <p><b>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.</b></p> </div>

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

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

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

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

City of Cumming  
Forsyth County  
City of Cumming Housing Authority  
Cumming Downtown Development Authority Development  
Authority of Forsyth County

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

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

Alcohol Licenses  
Animal Control  
Annexation Procedures and Land Use Compatibility  
Business Licenses  
Code Enforcement  
Cooperative Extension  
Coroner  
Court System  
Detention Facilities and Prisoner Transport  
Development Permitting and Inspections  
Dispute Resolution Protocols  
Economic Development  
Emergency Management  
Emergency Medical Services  
Fire  
General Administration and Finance  
Geographic Information Services  
Housing Authority  
Law Enforcement  
Library Services  
Public Health  
Recreation and Parks  
Senior Services  
Social Services  
Soil Erosion and Permitting and Enforcement  
Solid Waste Management  
Storm Water Management  
Transportation  
Voter Registration and Elections  
Water and Wastewater

Please note that listed ordinances used to implement service delivery strategies are adopted regulations that are currently in effect, which are amended from time to time on an as needed basis. These listed ordinances represent the primary, local codes that apply to an identified strategy, but are not intended to encompass all regulations that may be applicable.

**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.

911 Services



SERVICE DELIVERY STRATEGY

**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

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

**COUNTY: FORSYTH COUNTY**

**Service: 911 Services**

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

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

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

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

**No**

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

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

SDS FORM 2, continued

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

<i>Local Government or Authority</i>	<i>Funding Method</i>
FORSYTH COUNTY	General Fund
FORSYTH COUNTY	Telecommunications Fees
FORSYTH COUNTY	Impact Fees

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

As part of the CALEA certification process, additional information was provided under the Miscellaneous section of the agreement.

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

<i>Agreement Name</i>	<i>Contracting Parties</i>	<i>Effective and Ending Dates</i>
911 Services IGA	City of Cumming and Forsyth County	10/30/12 - 10/30/22
First Amendment	City of Cumming and Forsyth County	8/4/16 - no end specified
Exhibit A Provision	City of Cumming and Forsyth County	10/18/18 - 10/18/28

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?

Forsyth County Emergency 911 Service Ordinance  
 Forsyth County Public Safety Development Impact Fee Ordinance

7. Person completing form: **Vanessa Bernstein-Goldman, Forsyth County Deputy Director of Planning & Community Development**

Phone number: **678-513-5866**      Date completed: 10/26/18

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:

CITY OF CUMMING— FORSYTH COUNTY INTERGOVERNMENTAL  
AGREEMENT FOR THE PROVISION OF PUBLIC SAFETY  
COMMUNICATION SERVICES

This Intergovernmental Agreement (the "Agreement") is entered into as of the 16th day of October, 2018, by and between the CITY OF CUMMING, a municipal corporation, by and through its duly authorized governing authority, the City Council of Cumming, Georgia (hereinafter referred to as "Cumming" or "City") and Forsyth County, Georgia, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Forsyth County, Georgia (hereinafter referred to as "Forsyth County" or the "County").

PURPOSE: The purpose of this Agreement is to memorialize the funding arrangement by which Cumming will receive 911 dispatch services from Forsyth County:

W I T N E S S E T H:

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City and the County desire to enter into this Agreement for the County to provide a public safety answering point within the boundaries of the City; and

WHEREAS, this Agreement establishes the cost of the Emergency 911 System and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement.

NOW, THEREFORE, it is agreed by and between the City of Cumming and Forsyth County as follows:

I. Compensation and Consideration

In order to compensate the County for the performance of its services under this Agreement, the County shall be authorized to impose, receive, and collect any and all fees in the unincorporated portions of Forsyth County, as well as within the municipal limits of the City, as authorized by O.C.G.A. § 46-5-120 et seq (hereinafter "Fees"). The City agrees to abstain from imposing or collecting any Fees during the term of this Agreement. If, during the term of this Agreement, the City is required to impose or receive any Fees, the City agrees follow all legal requirements and obligations necessary to lawfully impose and receive such Fees, and further agrees to tender such Fees to the County to fund dispatch services from the Forsyth County 911 Center to the City of Cumming Police Department ("CPD"). In addition to the County's ability to impose and collect Fees, the County shall be authorized to fund the services under this Agreement through the County General Fund, County LOST proceeds, as well as unincorporated revenues, fees, surcharges, and any other funding mechanism deemed appropriate by the County.

II. Services

The County, as the public safety answering point ("PSAP") for Forsyth County, agrees that for the term of this Agreement, the County shall provide dispatch services for the CPD. For purposes of this Agreement, the phrase "dispatch services" shall mean both emergency and non-emergency dispatch communications of the Forsyth County 911 Center, including the relaying of said communications to the CPD and officers of the CPD. Upon receiving a call for law enforcement service that falls within the jurisdiction of the CPD, the Forsyth County 911 Center shall direct or dispatch the call to the appropriate first responder in the City, to include the CPD.

Dispatch services shall also include the receipt, recording, monitoring and transmission of all emergency and non-emergency telephonic calls and radio traffic into the Forsyth County 911 Center. Dispatch services shall not be limited to a handoff by the Forsyth County 911 Center to the CPD dispatch. Rather, dispatch services under this Agreement include expanded communications between the Forsyth County 911 Center and the CPD and its officers above and beyond the initial emergency 911 call dispatch requirements of O.C.G.A. § 46-5-133(d), to include the facilitation of calls for support from other agencies and continued monitoring of CPD calls until the underlying situation has concluded or is resolved.

The County shall perform all inquiry and response functions related to all GCIC/NCIC inquiries received over the law enforcement radio network from the CPD, including, but not limited to, inquiries regarding driver's licenses, vehicle registrations, and stolen articles. All such inquiries shall be honored and the requested information shall be provided to the person requesting the information ("requester") as soon as possible, so long as the requester is authorized to receive the information. If the requester, prior to the end of the shift on which the information is requested, does not claim hard copies of the terminal printout, the printout containing the requested information shall be shredded. Telephonic requests shall be honored if the person receiving the request for information ("Communications Officer") can identify the requester. If the Communications Officer is unsure of the requester's authority, the Communications Officer shall ask the requester to provide his or her agency's Originating Agency Identifier ("ORI") and shall then call that agency to insure the requester is authorized to receive the information. If the requester is authorized to receive the information, the Communications Officer shall make the request using the ORI of the Forsyth County 911 Center. If the person is not authorized to receive the information, the Communications Officer will not



request the information and will notify his or her supervisor. The supervisor shall be responsible for notifying the GCIC Terminal Access Coordinator of a potential security violation.

The County (or through its PSAP) shall use a computer automated dispatch ("CAD") program to assist in the dispatch, recording, and monitoring of calls. No additional payment shall be required by the City during the term of this Agreement for access to and use of the Forsyth County emergency radio system, except it is expressly agreed that the City shall purchase its own radios and equipment, as acceptable to the County as determined in the sole discretion of the County, and shall be required to use the same system as is used by the Forsyth County 911 Center. In the event that the County shall determine it is in the best interests of the County to change the radios and equipment required for communication under this Agreement, the County shall communicate such decision to the City in a timely fashion and shall coordinate efforts with the City to ensure there is no interruption of services pursuant to this Agreement.

### III. Duration of Agreement

This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth above. This Agreement may be revoked by any of the Parties for convenience upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Cumming and Mayor of Cumming, and Chair of the Board of Commissioners and County Manager, as the case may be. The Agreement may be terminated "for cause" upon sixty (60) days written notice delivered as set forth above, if the cause for termination is not cured within said sixty (60) day period. "For cause" termination pursuant to this Agreement refers to actions taken by or failures to act by the City of Cumming, including the CPD, or Forsyth County which materially affect the ability to provide services under this Agreement.

#### IV. Miscellaneous

- A. This Agreement provides authority for the County to provide dispatch services to the CPD. However, various operational guidelines, procedures, and support function responsibilities related to the provision of dispatch services shall be established cooperatively between the Forsyth County 911 Center Director and the CPD Police Chief.
- B. This Agreement shall become effective upon authorization and execution by the governing body of the City and the County.
- C. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the provision of dispatch services. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to dispatch services.
- D. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
- E. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
- F. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless

the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

- G. The County and the City shall comply with all applicable local, State and Federal statutes, ordinances, rules and regulations.
- H. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.
- I. Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective governmental entity and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes as required. Accordingly, the City and the County both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF CUMMING, GEORGIA

Mayor

3 Blh

Attest:

[Signature]  
City Clerk



[AFFIX SEAL]

FORSYTH COUNTY, GEORGIA

\_\_\_\_\_

Attest:

\_\_\_\_\_  
County Clerk

[AFFIX SEAL]

**A RESOLUTION BY THE FORSYTH COUNTY BOARD OF COMMISSIONERS  
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE  
CITY OF CUMMING FOR THE PROVISION OF PUBLIC SAFETY  
COMMUNICATION SERVICES**

**WHEREAS**, the Constitution of the State of Georgia, approved by the voters of the State in November 1982, and effective July 1, 1983, provides in Article IX, Section 2, Paragraph 1 thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

**WHEREAS**, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, the City of Cumming (“City”) and Forsyth County (“County”) previously entered in to that Intergovernmental Agreement Regarding 911 Services dated October 30, 2012, which was amended through that First Amendment to Intergovernmental Agreement Regarding 911 Services dated August 4, 2016 (hereinafter collectively referred to as the “911 Services IGA”); and

**WHEREAS**, the 911 Services IGA does not specifically set forth the detailed requirements of the City and County with regard to the provision of 911 services for law enforcement; and

**WHEREAS**, the County desires to enter into an agreement to describe and define the Emergency 911 System and public safety radio dispatch services to be provided by the County to the City for law enforcement purposes; and


**WHEREAS**, the City of Cumming- Forsyth County Intergovernmental Agreement for the Provision of Law Enforcement Communication Services (the “Agreement”) is attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth herein.

**NOW, THEREFORE, BE IT RESOLVED** that the Forsyth County Board of Commissioners hereby approves the Agreement attached hereto as Exhibit A and authorizes the Chairman of the Board of Commissioners to execute the Agreement on behalf of the County.

**BE IT FURTHER RESOLVED** that the Forsyth County Board of Commissioners hereby authorizes the Chairman of the Board of Commissioners to execute any necessary documents required to be submitted to the Georgia Department of Community Affairs regarding revisions to the County’s Service Delivery Strategy pursuant to the Agreement.

Be it resolved this 18<sup>th</sup> day of October, 2018.

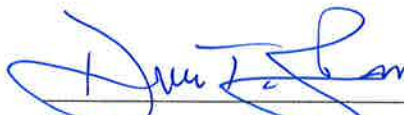
FORSYTH COUNTY BOARD OF COMMISSIONERS



Todd Levent, Chairman



Laura Semanson, Vice-Chairman



Dennis Brown, Secretary



Cindy J. Mills, Member



Ralph (Pete) Amos, Member

Attest:



Clerk to the Board

**“Exhibit A”**

**City of Cumming- Forsyth County Intergovernmental Agreement For  
the Provision of Law Enforcement Communication Services**

CITY OF CUMMING– FORSYTH COUNTY INTERGOVERNMENTAL  
AGREEMENT FOR THE PROVISION OF LAW ENFORCEMENT  
COMMUNICATION SERVICES

This Intergovernmental Agreement (the "Agreement") is entered into as of the 18<sup>th</sup> day of October, 2018, by and between the CITY OF CUMMING, a municipal corporation, by and through its duly authorized governing authority, the City Council of Cumming, Georgia (hereinafter referred to as "Cumming" or "City") and Forsyth County, Georgia, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Forsyth County, Georgia (hereinafter referred to as "Forsyth County" or the "County").

PURPOSE: The purpose of this Agreement is to memorialize the funding arrangement by which Cumming will receive 911 dispatch services from Forsyth County:

W I T N E S S E T H:

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1, authorizes cities and counties in Georgia to enter into intergovernmental agreements, for any period not exceeding fifty (50) years, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment regarding those activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City and the County previously entered in to that Intergovernmental Agreement Regarding 911 Services dated October 30, 2012, which was amended through that First Amendment to Intergovernmental Agreement Regarding 911 Services dated August 4, 2016 (hereinafter collectively referred to as the "911 Services IGA"); and

WHEREAS, the 911 Services IGA does not specifically set forth the detailed requirements of the City and County with regard to the provision of 911 services for law enforcement;



WHEREAS, the City and the County desire to enter into this Agreement to describe and define the Emergency 911 System and public safety radio dispatch services to be provided by the County to the City for law enforcement purposes.

NOW, THEREFORE, it is agreed by and between the City of Cumming and Forsyth County as follows:

I. Compensation and Consideration

In order to compensate the County for the performance of its services under this Agreement, the County shall be authorized to impose, receive, and collect any and all fees in the unincorporated portions of Forsyth County, as well as within the municipal limits of the City, as authorized by O.C.G.A. § 46-5-120 et seq (hereinafter "Fees"). The City agrees to abstain from imposing or collecting any Fees during the term of this Agreement. If, during the term of this Agreement, the City is required to impose or receive any Fees, the City agrees follow all legal requirements and obligations necessary to lawfully impose and receive such Fees, and further agrees to tender such Fees to the County to fund dispatch services from the Forsyth County 911 Center to the City of Cumming Police Department ("CPD"). In addition to the County's ability to impose and collect Fees, the County shall be authorized to fund the services under this Agreement through the County General Fund, County LOST proceeds, as well as unincorporated revenues, fees, surcharges, and any other funding mechanism deemed appropriate by the County.

II. Services

The County, as the public safety answering point ("PSAP") for Forsyth County, agrees that for the term of this Agreement, the County shall provide dispatch services for the CPD. For purposes of this Agreement, the phrase "dispatch services" shall mean both emergency and non-emergency dispatch communications of the Forsyth County 911 Center, including the relaying of

said communications to the CPD and officers of the CPD. Upon receiving a call for law enforcement service that falls within the jurisdiction of the CPD, the Forsyth County 911 Center shall direct or dispatch the call to the appropriate first responder in the City, to include the CPD. Dispatch services shall also include the receipt, recording, monitoring and transmission of all emergency and non-emergency telephonic calls and radio traffic into the Forsyth County 911 Center. Dispatch services shall not be limited to a handoff by the Forsyth County 911 Center to the CPD dispatch. Rather, dispatch services under this Agreement include expanded communications between the Forsyth County 911 Center and the CPD and its officers above and beyond the initial emergency 911 call dispatch requirements of O.C.G.A. § 46-5-133(d), to include the facilitation of calls for support from other agencies and continued monitoring of CPD calls until the underlying situation has concluded or is resolved.

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is authorized to receive the information, the Communications Officer shall make the request using the ORI of the Forsyth County 911 Center. If the person is not authorized to receive the information, the Communications Officer will not request the information and will notify his or her supervisor. The supervisor shall be responsible for notifying the GCIC Terminal Access Coordinator of a potential security violation.

The County (or through its PSAP) shall use a computer automated dispatch (“CAD”) program to assist in the dispatch, recording, and monitoring of calls. No additional payment shall be required by the City during the term of this Agreement for access to and use of the Forsyth County emergency radio system, except it is expressly agreed that the City shall purchase its own radios and equipment, as acceptable to the County as determined in the sole discretion of the County, and shall be required to use the same system as is used by the Forsyth County 911 Center. In the event that the County shall determine it is in the best interests of the County to change the radios and equipment required for communication under this Agreement, the County shall communicate such decision to the City in a timely fashion and shall coordinate efforts with the City to ensure there is no interruption of services pursuant to this Agreement.

### III. Duration of Agreement

This Agreement shall have a term of ten (10) years and shall become binding, enforceable and effective on the date set forth above. This Agreement may be revoked by any of the Parties for convenience upon twelve (12) months advance written notice to the other Parties, with said notice delivered upon the City Manager of Cumming and Mayor of Cumming, and Chair of the Board of Commissioners and County Manager, as the case may be. The Agreement may be terminated “for cause” upon sixty (60) days written notice delivered as set forth above, if the cause for termination is not cured within said sixty (60) day period. “For cause” termination pursuant to

this Agreement refers to actions taken by or failures to act by the City of Cumming, including the CPD, or Forsyth County which materially affect the ability to provide services under this Agreement.

#### IV. Miscellaneous

- A. This Agreement provides authority for the County to provide dispatch services to the CPD. However, various operational guidelines, procedures, and support function responsibilities related to the provision of dispatch services shall be established cooperatively between the Forsyth County 911 Center Director and the CPD Police Chief.
- B. This Agreement shall become effective upon authorization and execution by the governing body of the City and the County.
- C. This Agreement, including any attachments or exhibits, constitutes all the understandings and agreements existing between the County and the City with respect to the provision of dispatch services. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to dispatch services.
- D. This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the City.
- E. This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.
- F. Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the

elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

- G. The County and the City shall comply with all applicable local, State and Federal statutes, ordinances, rules and regulations.
- H. This Agreement may be executed in one or more counterparts, each of which shall constitute an original. It shall not be necessary that each signatory sign the same counterpart as long as each has signed an identical counterpart.
- I. Each of the individuals who execute this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective governmental entity and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes as required. Accordingly, the City and the County both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF CUMMING, GEORGIA

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

[AFFIX SEAL]

FORSYTH COUNTY, GEORGIA

*Todd Lewis*  
\_\_\_\_\_

Attest:

*Rhonda Hansard*  
\_\_\_\_\_  
County Clerk

[AFFIX SEAL]



**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:** Forsyth County

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 (20); 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
<b><u>LIST EACH JURISDICTION HERE, ALPHABETICALLY</u></b>	List the Title of the Authorized Representative of Each Jurisdiction Here, Respectively	List the Names of the Representatives Here, Respectively		
Forsyth County	Chairman	Todd Levent		10/18/2018
City of Cumming	Mayor	Troy Brumbalow		4/10/2019