

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**RESOLUTION NO. 2019-85**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CLAYTON COUNTY, GEORGIA ESTABLISHING A PUBLIC SAFETY RESIDENTIAL INCENTIVE PROGRAM; TO AUTHORIZE THE CHAIRMAN TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.**

WHEREAS, a low crime rate within a county can have a positive influence on property values and can be a positive factor in attracting a variety of businesses with salaries above the mean rate; and

WHEREAS, public safety employees living in a community have the potential to deter crime, increase public safety and improve relations between the community and sworn officers; and

WHEREAS, the County desires to establish a Public Safety Residential Incentive Program ("Residential Incentive Program") which is intended to provide a financial incentive for public safety personnel hired by the County to receive a financial incentive to own, rent or lease their primary residence within Clayton County; and

WHEREAS, the terms and conditions of the Residential Incentive Program will be established by an agreement in substantially the form attached hereto; and

WHEREAS, the Clayton County Board of Commissioners has determined that it is in the best interests of the County and its citizens and the County and citizens of Clayton County will be best served by establishing the Residential Incentive Program.

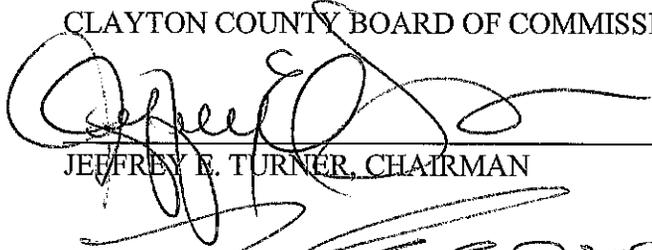
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF  
CLAYTON COUNTY AND IT IS HEREBY RESOLVED

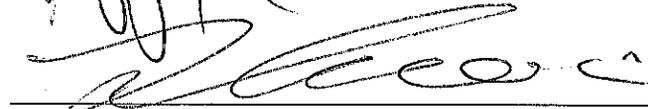
Section 1. The Clayton County Board of Commissioners hereby establishes a Public Safety Residential Incentive Program ("Residential Incentive Program"). Any qualified eligible employee selected to participate in the Residential Incentive Program must execute the agreement attached hereto as Exhibit A. The Board of Commissioners authorizes the Chairman to perform all acts and execute all documents necessary to accomplish the intent of this Resolution.

Section 2. The effective date of this Resolution shall be when approved by the Board of Commissioners of Clayton County.

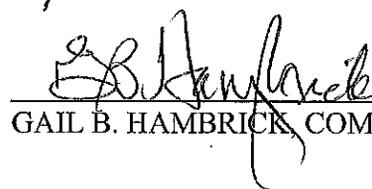
SO RESOLVED, this \_\_\_ day of July, 2019.

CLAYTON COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
JEFFREY E. TURNER, CHAIRMAN

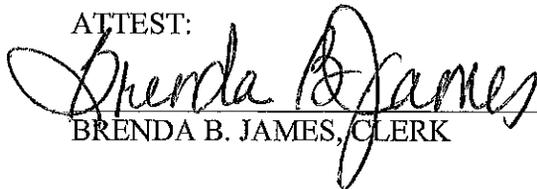
  
\_\_\_\_\_  
FELICIA FRANKLIN-WARNER, VICE CHAIRMAN

  
\_\_\_\_\_  
SONNA GREGORY, COMMISSIONER

  
\_\_\_\_\_  
GAIL B. HAMBRICK, COMMISSIONER

\_\_\_\_\_  
DEMONT DAVIS, COMMISSIONER

ATTEST:

  
\_\_\_\_\_  
BRENDA B. JAMES, CLERK

**CERTIFIED PUBLIC SAFETY RESIDENTIAL INCENTIVE AGREEMENT**

The Certified Public Safety Residential Incentive ("Incentive") provides up to \$3,000.00 annually net for public safety personnel<sup>1</sup> hired by Clayton County. The Incentive is not available to public safety personnel who already reside in Clayton County at their time of hire or whose name does not appear on a lease or deed at the time of the execution of this Incentive Agreement ("Agreement").

I, the undersigned \_\_\_\_\_ do agree to accept the Incentive offered by Clayton County, if awarded, under the following terms and conditions:

1. I understand the Incentive is payable monthly at up to \$250.00 per month net if I am purchasing my primary residence located in Clayton County and up to \$150.00 per month net if I am leasing or renting my primary residence located in Clayton County; and
2. I understand that, upon acceptance of the Incentive, I agree to remain as a Clayton County Public Safety employee for each month in which I receive the Incentive, but said Incentive shall not exceed two (2) twelve-month terms (a total of twenty-four (24) months); and
3. I understand that if my employment is terminated by the County or if I move my primary residence out of Clayton County prior to the end of the effective date of this Agreement, I must reimburse Clayton County for the full amount of the Incentive I have received under the current term of the Agreement. Termination shall include any discontinuance of employment by the County due to non-employment related injury or illness; and
4. I understand that I am not eligible for this Incentive if I am a courtesy officer at my primary residence in Clayton County and my rent or lease is paid 100% by the owner or agent of my primary residence due to my status as courtesy officer; and
5. I understand that, based on the documentation provided at the time of execution of this Agreement, my Incentive will be \$\_\_\_\_\_ per month during the effective date of the Agreement as indicated below; and
6. I understand that I have received a copy of this Agreement and I have the right to have this Agreement examined by an attorney of my choosing prior to signing.

By my signature below, I accept this Incentive subject to all of the conditions and terms contained in this Agreement. This Agreement is effective from \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

<sup>1</sup> "Public Safety Personnel" is defined as sworn employees of the Clayton County Fire and Emergency Services department, Clayton County Police Department and Clayton County Sheriff's Office.