

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF POLICE SERVICES**

**Between
DEKALB COUNTY, GEORGIA and
THE CITY OF TUCKER, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Tucker, Georgia (“City”).

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of Tucker is a municipality created by the 2015 Georgia General Assembly pursuant to House Bill 515 (hereinafter referred to as “HB 515”); and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide police services within the boundaries of Tucker; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to sustain public safety and protect life and property within the City through enforcement of local, state and federal laws through the use of County police services.

**ARTICLE 2
DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

2.1 ***Chief of Police*** means the DeKalb County police chief or designee.

2.2 ***Precinct Commander*** means the top police official in the City of Tucker.

2.3 ***Police Services*** all basic and non-basic services directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to: (1) conducting criminal investigations of incidents of crime in order to arrest responsible persons for prosecution; (2) directing and enforcing laws, (3) responding to emergency and non-emergency calls for service, (4) conducting field interviews, (5) arresting

criminal offenders, (6) directing and controlling traffic, and (7) issuing citations, appearing in court. These activities constitute the comprehensive police services provided each day of the year, on a 24-hour per day basis within the jurisdictional boundaries of the City.

2.4. ***Tucker Precinct*** means the boundaries of the police precinct(s) serving the City based on precinct maps now or hereinafter defined by the County, also known as the “Tucker Precinct”.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement is an annual contract renewable for a total of ten (10) years, commencing _____, 2018 at 0000 hours and concluding at 2400 hours on _____, 2019. This Agreement shall automatically renew without further action by the City or the County on the first of each succeeding month for nine (9) additional annual terms unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all police services within its boundaries, unless extended by mutual Agreement approved by both governing bodies. The City may request a maximum twenty-four (24) month transition period subject to the terms herein. The parties agree that upon termination, the County's obligation to provide police services shall terminate, and that this provision constitutes the agreement for the assumption of these police services by the City as contemplated by O.C.G.A. 36-31-8 and HB 515.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 The City agrees to remain within the DeKalb special service tax district for police services and nothing in this Agreement shall preclude the County's right to continue to collect DeKalb special service district taxes from the residents of the City for all police services originating within the City of Tucker and under this Agreement

4.2 The City agrees that the County remains entitled to impose, collect and retain all the false alarm fees. The City may set the amount of false alarm fees by requesting the same in writing, subject to County approval. Fees charged shall be equal to those imposed upon residents of unincorporated DeKalb County, whether in effect at the time of this agreement or approved by the DeKalb County Governing Authority at some future date. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for false alarm calls originating from within the City of Tucker.

4.3 The County agrees that the City of Tucker shall remain within one police precinct, known as the Tucker Precinct, as it exist as of the date of this Agreement, except where the Tucker Precinct is revised or updated by the County from time to time due to the annexation or de-annexation of property affecting the Tucker Precinct. A map of the Tucker Precinct shall be provided to the City at the time of execution of this Agreement and on an annual basis thereafter.

**ARTICLE 5
CHIEF OF POLICE**

The DeKalb County Chief of Police will direct and manage the daily police operations in the City and supervise the delivery of police services contracted for in this Agreement. While the Chief of Police shall retain control and direction of the police services hereunder, the City may request meetings or provide input regarding police operations for the County's consideration.

**ARTICLE 6
SERVICES**

6.1 The County shall provide police services on a continual 24-hour per day basis. Police services are defined herein. The division of labor and workforce within the Police Department and Tucker Precinct will remain the sole discretion of the County and may be based on, but is not limited to, call volumes, incident reports, pending cases, crime statistics, land area, and population. During the term of this Agreement, the County shall provide the same level of police services to the City that were provided to the City and in unincorporated DeKalb County in 2017. Such police services shall be consistent with or exceed the police services provided in the Tucker Precinct in 2075. By December 31st of each year this Agreement is in effect, the County shall provide an annual report to the City reflecting the number of police officers assigned to the Tucker Precinct and their respective assignments or positions during the course of that year. The County and the City intend to enter into separate mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring law enforcement departments.

6.2 Response times in the City shall remain consistent with those response times in unincorporated DeKalb County. County-wide response reports will be provided by the Chief of Police if requested by the City Manager.

**ARTICLE 7
EQUIPMENT**

The County agrees to provide DeKalb County police personnel assigned to work within the City with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon police services, in accordance with DeKalb County Police policies and procedures. The County agrees to add a Tucker precinct identifier on applicable police vehicles used solely in the City of Tucker. The County agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. All DeKalb County Police Officers assigned hereunder shall wear the uniform and insignia as issued and ordered by the DeKalb County Police Department.

**ARTICLE 8
AUTHORITY TO ENFORCE THE LAW IN TUCKER**

8.1 Sworn police officers assigned to the City shall take an oath administered by an official authorized by the City of Tucker to administer oaths, as prescribed by

O.C.G.A. §§ 45-3-1 and 45-3-10.1, prior to undertaking law enforcement duties pursuant to this Agreement and prior to enforcing the ordinances of the City of Tucker.

8.2 Every sworn police officer of the County assigned to the City shall still be deemed to be a sworn officer of the County while performing the services, duties and responsibilities hereunder and is vested with the police powers of the County that are necessary to provide the police services within the scope of this Agreement.

8.3 Sworn police officers shall be and hereby are vested with the additional power to enforce the applicable ordinances of the City or the County, to make arrests or issue citations incident to the enforcement of the applicable County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the applicable ordinances of the City and the County is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers within the City of Tucker.

8.4 Sworn police officers shall enforce applicable City and County ordinances and violations of City traffic ordinances and shall appear in the Municipal Court of the City of Tucker as necessary to prosecute cases made therein. The City agrees to compensate off duty officers for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books or electronic methods containing the Municipal Court information to the uniform patrol officers working within the City.

ARTICLE 9 EMPLOYMENT STATUS

9.1 All sworn officers, as well as any other County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

9.2 All sworn officers as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the DeKalb County police department command structure. Officers, police department staff and personnel are under the supervision of the Chief of Police.

ARTICLE 10 RECORDKEEPING AND REPORTING

10.1 The County Police Department Records Section is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain Initial Incident Reports, Supplemental Reports and other reports relating to police department activity in the City.

10.2 During the term of this Agreement, the County will continue to compile, maintain and submit all law enforcement data for the City, including NIBRS and UCR statistics, to state

and federal authorities in the form and manner required of police agencies in Georgia. The City shall be responsible for creation of any necessary User Agreements with the Georgia Crime Information Center (“GCIC”) and the establishment of a unique *ORI* in order for the County to comply with this paragraph. In addition, the City shall be responsible for any costs incurred with the County’s software vendor if software modifications are necessary in order to comply with this paragraph. Otherwise, the DeKalb County Police Department will continue to report the required crime statistics to the State and Federal governments as a part of unincorporated DeKalb County for the duration of this Agreement.

10.3 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 11 CITY-COUNTY RELATIONS

11.1 The DeKalb County Chief of Police will notify the City Manager or the Precinct Commander (if applicable) in the event of a significant criminal occurrence or emergency situation within the City. The DeKalb County Chief of Police and City Manager shall designate what they consider “significant” by a memorandum. In the event a Chief of Police is appointed by the City of Tucker, that Chief of Police may participate in the discussion related to the definition of such events.

11.2 The County shall be the sole provider of services that require sworn law enforcement personnel within the City during the term of this Agreement.

ARTICLE 12 TRANSITION

12.1 The County and City agree that twenty-four (24) months prior to the end of this Agreement, the City shall notify the County, Chief of Police, and Precinct Commander in writing of the City’s intent to take over police services within the City of Tucker, and the City Manager and the Executive Assistant will meet and confer to effect a smooth transition.

12.2 In the event of a transition of services, subject to the required notice provisions herein, the parties acknowledge that, in the event that the City of Tucker appoints a Precinct Commander, such official is not in the chain of command of any DeKalb County Police Department Employee and does not have the authority to direct the activities of any employee of the DeKalb County Police Department. The Precinct Commander will contact the DeKalb County Chief of Police to resolve any concerns regarding the scope of work contemplated under this Agreement.

**ARTICLE 13
TERMINATION AND REMEDIES**

13.1 Unless mutual termination is otherwise reached, the City may terminate this Agreement with or without cause by giving twenty-four (24) months prior written notice to the County. If the City intends to terminate this Agreement for cause prior to the expiration of the term of this Agreement, the City must notify the County in writing, said notice which must specify the basis for the termination; provide at least thirty (30) days to cure, and must provide an opportunity to cure by reviewing an action plan acceptable to the City and the County.

13.2 Unless mutual termination is otherwise reached, the County may only terminate this agreement by giving the City twenty-four months written notice of termination prior to the termination and withdrawal of service.

13.3 Should this Agreement be terminated during the course of a calendar year, the County agrees to contribute ad valorem tax revenue received for police services within the City during the bifurcated year to the City upon the County's receipt of such amounts from the Tax Commissioner. Such amount shall be decreased by a percentage representing the number of days during that year services were provided by the county. The contributions will occur fifteen (15) days after the first tax payment installment, fifteen (15) days after the second tax payment installment, with a final payment on January 15th of the following tax year in order to reconcile any remaining tax revenue from the bifurcated year.

13.4 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

**ARTICLE 14
NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Executive Assistant
 1300 Commerce Drive, 6th Floor
 Decatur, Georgia 30030

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: City Manager
 City of Tucker
 4119 Adrian Street
 Tucker, Georgia 30084

With a copy to: City Attorney
City of Tucker
4119 Adrian Street
Tucker, Georgia 30084

**ARTICLE 15
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 16
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 17
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 18
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the

party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 19
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

**ARTICLE 20
INDEMNITY**

20.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

20.2 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

20.3 The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

**ARTICLE 21
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the County and the City have executed this Agreement through their duly authorized officers.

This ____ day of _____, 2018.

DEKALB COUNTY, GEORGIA

ATTEST:

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

BARBARA H. SANDERS, CCC, CMC
Clerk of the Chief Executive Officer
and Board of Commissioners of
DeKalb County, Georgia

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

JAMES CONROY
Chief, DeKalb County Police

MARIAN C. ADEIMY
Assistant County Attorney

CITY OF TUCKER, GEORGIA

FRANK AUMAN
Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

TAMI HAMLIN
City Manager

BRIAN ANDERSON
City Attorney