



# DeKalb County Government

Manuel J. Maloof Center  
1300 Commerce Drive  
Decatur, Georgia 30030

## Agenda Item

File ID: 2018-2770

Substitute

10/23/2018

Public Hearing: YES  NO

Department: Public Safety

**SUBJECT:** Intergovernmental Agreement with the City of Stonecrest for Police Services  
**Commission District(s):** All

**Information Contact:** James W. Conroy, Chief of Police

**Phone Number:** 770-724-7440

**PURPOSE:**

To consider approving an intergovernmental agreement between the County and the City for police services within the City of Stonecrest, and to authorize the Chief Executive Officer to execute all necessary documents.

**NEED/IMPACT:**

This intergovernmental agreement signifies a mutually beneficial, efficient and cooperative working relationship between the two governments.

**FISCAL IMPACT:**

Pursuant to Intergovernmental Agreement.

**RECOMMENDATION:**

To approve the resolution and authorize the Chief Executive Officer to execute all necessary documents.

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF POLICE SERVICES  
Between  
DEKALB COUNTY, GEORGIA and  
THE CITY OF STONECREST, GEORGIA**

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

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

WHEREAS, the City of Stonecrest is a municipality created by the 2016 Georgia General Assembly pursuant to Senate Bill 208 (hereinafter referred to as “SB 208”); and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide Police Services within the boundaries of Stonecrest; 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 **City Police Chief** means the top police official in the City of Stonecrest who is not a DeKalb County employee.
- 2.3 **Police Services** all basic and non-basic services as directed and determined by the County for the purposes of enforcing the applicable laws, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such services 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, and appearing in court (collectively, "Police Services"). These Police Services constitute the comprehensive police services provided by the County each day of the year, on a continual 24-hour per day basis within the jurisdictional boundaries of the City. At a minimum, the County shall provide such services consistent with the level of service provided in the unincorporated areas of the County. The County reserves the right to charge for non-basic services (such as responses to act of God, exigent circumstances that require a larger than typical police presence, unusual service, and/or deployment of specialized police equipment ("Exigent Circumstance")). To the extent that an Exigent Circumstance occurs, the County will communicate with the City Manager, or their designee, regarding the non-basic police services being provided (i.e. police bomb squad).

### **ARTICLE 3 TERM OF AGREEMENT**

The term of this Agreement is an annual contract renewable for a total of ten (10) calendar years, commencing at 0000 hours on January 1, 2019 and concluding at 2400 hours on January 1, 2029. This Agreement shall automatically renew for an additional ten (10) years without further action by the City or the County 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 in writing 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 (pursuant to this Agreement, O.C.G.A. 36-31-8 and SB 208) shall terminate.

### **ARTICLE 4 COMPENSATION AND CONSIDERATION**

4.1 As part of this Agreement, 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 the DeKalb special service tax district taxes from the residents of the City for all Police Services originating within the City of Stonecrest and under this Agreement. The County reserves the right to charge the City the actual cost of any specific non-basic services performed due to Exigent Circumstances or at the request of the City. The County will communicate with the City Manager, or their designee, regarding the cost of the non-basic police services being provided. The County and City shall retain the right to jointly or individually seek joint jurisdictional, state or federal funding to the extent permitted by law.

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. 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 Stonecrest.

4.3 The parties acknowledge that precinct boundaries shall be determined by the County and input from the City Manager shall be included when practicable. Should the County locate a precinct within the boundaries of the City, such precinct shall be named the Stonecrest Precinct. A map of the precinct boundaries shall be provided to the City within six (6) months after the date of this Agreement and on an annual basis thereafter. Any future significant change to the precinct boundaries shall include input from the City Manager. However, the parties acknowledge that precinct boundaries shall be determined by the County, at the sole discretion of the County, and input from the City Manager shall be included when practicable under the circumstances.

## **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 division of labor and workforce within the Police Department will remain the sole discretion of the County and shall be based on, but is not limited to, call volumes, incident reports, pending cases, crime statistics, crime trends, land area, and population or any other factors, as determined by the County. During the term of this Agreement, the level of Police Services provided by the County to the City shall be consistent with those provided in all other portions of unincorporated DeKalb County; however, such level of Police Services shall not fall below the 2018 level of Police Services provided in unincorporated DeKalb County. By December 31<sup>st</sup> 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 City 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 all other parts of unincorporated DeKalb County. County-wide response time reports will be provided by the Chief of Police if requested by the City Manager.

6.3 Assignment of the County precinct commander to the City will be at the discretion of the County with input from the Stonecrest City Manager. The parties acknowledge that input from the City Manager for the assignment of the County precinct commander to the City shall be included whenever practicable under the circumstances.

6.4 The parties acknowledge that, in the event that the City of Stonecrest appoints a City Police Chief, 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 City Manager and/or the City Police Chief will contact and communicate with the DeKalb County Chief of Police to resolve any concerns regarding the scope of work contemplated under this Agreement.

6.5 The parties acknowledge and agree that, once sworn in, one (1) on-duty sworn police officer assigned to the City shall attend all scheduled Stonecrest city council meetings. Additionally, a sworn police officer assigned to the City shall attend such other Stonecrest meetings (other than scheduled Stonecrest city council meetings) as requested by the City. The City shall compensate such sworn police officer(s) for attendance at such other Stonecrest meetings at their standard hourly rate with the County.

## **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 County approved, removable Stonecrest precinct identifier on applicable police vehicles assigned primarily in the City of Stonecrest. However, the parties acknowledge that the use of any such identifier shall be determined by the County, at the sole discretion of the County, when practicable under the circumstances. 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 STONECREST**

8.1 Sworn police officers assigned to the City shall take an oath administered by an official authorized by the City of Stonecrest to administer oaths, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to enforcing the ordinances of the City of Stonecrest.

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 Stonecrest.

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

Stonecrest or the DeKalb State Court, where applicable and as necessary to prosecute cases made therein. The City further agrees to provide, at its own expense, training, citation books or electronic methods containing the Municipal Court information to the uniform patrol officers working within the City. County police officers must continue to comply with all County policies governing off-duty employment.

## **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, consistent with the County's records retention policies.

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 the 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 County Chief of Police or the County precinct commander assigned to the City will notify and communicate with the City Manager and the City Police Chief in the event of a significant criminal occurrence, Exigent Circumstance, or emergency situation within the City, as determined by the County Chief of Police or County precinct commander assigned to the City. In the event the City determines additional City officials should be included, the City Manager may designate additional City officials to participate in the discussion related to the definition of such events. Notices of such designated individuals shall be sent by the City in writing to the County Police Chief and the County Executive Assistant/COO.

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, the County Executive Assistant, the County Attorney, and the Chief of Police in writing of the City's intent to take over Police Services within the City of Stonecrest, and the City Manager and the Executive Assistant will meet and confer to effect a smooth transition.

12.2 The parties acknowledge that the City Manager and City Chief of Police are not in the chain of command of any DeKalb County Police Department Employee and do not have authority to direct the activities of any employee of the DeKalb County Police Department.

**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 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 terminate this Agreement by giving the City twenty-four (24) months written notice of termination prior to the termination and withdrawal of Police Services.

13.3 Should this Agreement be terminated during the course of a calendar year, the County agrees to contribute ad valorem and any special service tax district 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 payments on January 15<sup>th</sup> 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 or 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, 6<sup>th</sup> Floor  
   Decatur, Georgia 30030  
   (404) 687-3585 (facsimile)

With a copy to:                    County Attorney  
   1300 Commerce Drive, 5<sup>th</sup> Floor  
   Decatur, Georgia 30030  
   (404) 687-3585 (facsimile)

If to the City:                        City Manager  
   City of Stonecrest  
   3120 Stonecrest Blvd.  
   Stonecrest, Georgia 30038  
   (470) 299-4214 (facsimile)

With a copy to:                    City Attorney  
   City of Stonecrest  
   3120 Stonecrest Blvd.  
   Stonecrest, Georgia 30038  
   (470) 299-4214 (facsimile)

With a copy to:                    Thompson Kurrie, Jr.  
   City Attorney  
   3475 Lenox Road, NE, Suite 400  
   Atlanta, Georgia 30326  
   (770) 698-9729 (facsimile)



**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 PAGE**

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 SANDERS NORWOOD**  
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 STONECREST, GEORGIA**

\_\_\_\_\_  
(SEAL)  
**JASON LARY, SR.**  
Mayor

\_\_\_\_\_  
**BRENDA JAMES**  
Municipal Clerk

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**MICHAEL HARRIS**  
City Manager

\_\_\_\_\_  
**THOMPSON KURRIE, JR.**  
City Attorney