

## Memorandum of Intergovernmental and Interagency Agreement

Pursuant to the Georgia Constitution Art. IX, Sec. III, Para. I and O.C.G.A. § 36-69-1 *et seq.*, the following offices, agencies and governing bodies (hereinafter referred to as "entities") enter into this intergovernmental agreement to operate the **Ocmulgee Drug Task Force** (hereinafter referred to as "ODTF"). This agreement establishes a mutual aid law enforcement capability among the participating law enforcement agencies, county governing authorities, municipal corporations and district attorneys enumerated herein in order to prevent and detect drug related crimes. The ODTF operates by and through the consent of the participating agencies and local governing bodies listed below.

<u>Baldwin County Sheriff's Office</u>	District Attorney of the Middle Judicial Circuit
Washington County Sheriff's Office	District Attorney of the Ocmulgee Judicial Circuit
Wilkinson County Sheriff's Office	District Attorney of the Dublin Judicial Circuit
Twiggs County Sheriff's Office	
Laurens County Sheriff's Office	
Johnson County Sheriff's Office	
Jefferson County Sheriff's Office	
Hancock County Sheriff's Office	
City of Eatonton	
City of Ivey	
City of Gordon	
City of McIntyre	
City of Wrightsville	
Georgia Department of Corrections	

The entities identified above enter into this intergovernmental agreement pursuant to the following particulars.

PURPOSE, the ODTF entities seek to rid their communities of illicit drugs and other criminal activity by aggressively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors; and also investigate mid to upper level drug

dealers and their entire operations with emphases on developing multi-defendant conspiracy cases.

WHEREAS, the entities agree that a collaborative effort is key to reducing drug use, sales, trafficking and other criminal activity in the **Middle, Ocmulgee, and Dublin Judicial Circuit along with the U.S. Attorney's Office** through the parameters of this mutual aid agreement as authorized under O.C.G.A. § 36-69-1 *et seq.*; and

WHEREAS, the entities seek funding through the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as "Byrne-JAG") in order to further this collaborative effort; and,

NOW BE IT KNOWN, the entities of this intergovernmental agreement are dedicated to this collaborative crime control initiative and are committed to the particulars of the agreement.

This intergovernmental agreement shall become valid upon the effective date of Byrne-JAG funding in **2022** and shall be active through the end of the grant period. The entities shall re-examine the extent and need of this agreement and the roles of its participants at the expiration of the grant period. This Intergovernmental Agreement can be amended, revised, or otherwise renewed upon agreement of the entities.

#### **A. ASSIGNMENT OF PERSONNEL**

- 1.) The entities assign personnel to the ODTF as follows:
  - a.) Baldwin County Sheriff's Office assigns 2 deputies
  - b.) Baldwin County Board of Director assigns 1 Administrative Assistant
  - c.) Washington County Sheriff's Office assigns 1 deputy
  - d.) Twiggs County Sheriff's Office assigns 1 deputy
  - e.) Laurens County Sheriff's Office assigns 2 deputies
  - f.) Johnson County Sheriff's Office assigns \_\_
  - g.) Jefferson County Sheriff's Office assigns \_\_
  - h.) Hancock County Sheriff's Office assigns \_\_
  - i.) Georgia Department of Corrections assigns 1 agent
- 2.) Nothing herein is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the entities hereto or as constituting one of the entities as the agent, representative or employee of another entity for any purpose or in any manner whatsoever, whether deputized or not, except as specifically

stated otherwise in this intergovernmental agreement. Personnel assigned to the ODTF by one of the entities shall not be considered temporary or permanent employees, volunteers or agents of the ODTF or of any other entities for any purpose whatsoever, including liability, or be entitled to any rights or benefits of another entity, whether deputized or not by such other entity.

- 3.) The entities acknowledge it is their individual and sole responsibility to provide all applicable salary compensation and fringe benefits to their employees assigned to the ODTF.
- 4.) If deputized by one or more sheriffs participating in the agreement, the employees and agents of responding entities shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the jurisdiction where they are officially employed whenever performing authorized tasks pursuant to this intergovernmental agreement.

#### **B. FINANCIAL ARRANGEMENTS AND USE OF BYRNE JAG GRANT FUNDS**

Each county governing authority and municipal corporation agrees to the following regarding expenses associated with personnel assigned to the ODTF.

- 1.) The governing authority of Baldwin County (hereinafter "Fiscal Agent") will serve as the applicant recipient and fiscal agent of Byrne-JAG funding on behalf of the participating county governing authorities and municipal corporations.
- 2.) As the recipient of Byrne-JAG funding, the Ocmulgee Drug Task Force will establish and maintain an adequate accounting system and financial records, and accurately account for grant funds. An adequate accounting system must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for grant each award.
- 3.) Each participating county governing authority or municipal corporation who have personnel assigned will fund that person's initial costs of the detached personnel. (See Section A of this intergovernmental agreement)
- 4.) As the ODTF is not a separate legal entity, no property, equipment, or vehicles shall be titled in the name of the ODTF. All property purchased with local funds appropriated by the county governing authority or Municipal Corporation on behalf of the ODTF shall be titled in the name of the local governing authority having financial interest in such property. The use of such property shall be consistent with the

requirements of this intergovernmental agreement.

- 5.) The records, accounts, documents, etc., of the Fiscal Agent relating to the ODTF shall be open for inspection or audit by all entities of this agreement with reasonable notice during regular business hours. The Fiscal Agent shall provide reports to the ODTF Board as requested.

#### C. ODTF OPERATING COMMITTEE

- 1.) The ODTF shall be administered by the ODTF Board. Each participating sheriff and chief of police, or their designee, shall serve as members of the board. The District Attorneys from each Judicial Circuit will also serve as members of the board. The board will select from its participating law enforcement agencies a chairman to conduct meetings. The members of the board may also select other officers as deemed appropriate.
- 2.) The board shall meet regularly as needed. A quorum shall be established by the board and official votes of the board may be taken whenever the established quorum is present at the time of the vote. A vote shall be settled whenever a simple majority is reached. Written minutes of all official actions of the board must be taken and retained.
- 3.) The board shall adopt policies and procedures to ensure that the work of the ODTF and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Procedures prescribing how entities request services from the ODTF and the person employed by the requesting law enforcement agency who is duly authorized to request such services shall be determined under ODTF policy.
- 4.) ODTF operations will be supported through the use of Byrne-JAG funding, appropriations from local governing authorities and the State of Georgia, funding acquired through the Federal Equitable Sharing Program, funding acquired by participating law enforcement entities through the Georgia Uniform Civil Forfeiture Procedure Act and from other sources as authorized under State and Federal law. Upon the seizure and condemnation of property or funds seized through ODTF activities in cooperation with law enforcement agencies not operating exclusively under the policies and procedures of the ODTF, the Chairman of the Ocmulgee Drug Task Force with the consent of the board shall settle distribution matters of the forfeited assets with the agencies in accordance with State and/or Federal law.

- 5.) The board shall approve or amend the ODTF's annual operating budget, as necessary. Within the fiscal limits of said budget, the board may authorize expenditures for acquisition of equipment, supplies, goods services, or other commodities necessary for ODTF operation. Any such purchases with funds appropriated by county governing authorities or municipal corporations shall be titled in the name of the local entity responsible for the purpose of such property. The entities may enter into amendments to this intergovernmental agreement or separate agreements regarding the use of such property.

#### **D. INSURANCE AND LIABILITY**

- 1.) Each county governing authority or municipal corporation shall acquire and maintain a policy of liability and/or law enforcement insurance covering the activities of all its sheriff's office or police department personnel participating on the ODTF. This insurance policy shall defend and indemnify the county governing authority or municipal corporation and all its assigned law enforcement personnel assigned to the ODTF. The policy must also defend and indemnify the elected officials, officers, agents, volunteers and employees for any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees, arising directly or indirectly from any act or omission of their officials, officers, employees, agents and/or volunteers.
- 2.) Unless otherwise expressly agreed, each county governing authority or municipal corporation shall not be required to provide or maintain a policy of liability and/or law enforcement insurance covering the employees, agents, and volunteers of the other participating law enforcement agencies operating under ODTF policies even where assigned officers are deputized by one or more sheriffs.
- 3.) Each party to this agreement expressly declines responsibility for the acts or omissions of another party and/or its elected officials, officers, agents, volunteers, and employees, whether deputized or otherwise. The parties to this agreement are not liable for the acts or omissions of another party to this agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other parties and/or its elected officials, officers, agents, volunteers and employees.
- 4.) Nothing in this agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

- 5.) Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Jurisdiction for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 6.) Any excess or uninsured liability shall be borne proportionately by the county governing authority or Municipal Corporation in accordance with their law enforcement entity's role in the events leading to such liability. This does not include the liability of any individual officer, employee, or volunteer that arises from his or her own malfeasance, willful neglect of duty, or bad faith.
- 7.) Each county governing authority or municipal corporation shall be responsible for providing insurance coverage for injuries or death to its individual personnel. Each local governing authority will maintain workers' compensation insurance or self-insurance coverage, covering personnel assigned by its law enforcement entity while they are assigned to the ODTF or are otherwise participating in or assisting with ODTF operations or activities. Each local governing authority waives the right to, and agrees that it will not bring any claim or suit against any other local governing authority for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with ODTF operations or activities, even if the injuries were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned by its participating law enforcement entity.
- 8.) Each local governing authority shall be responsible for damages to or loss of its own equipment. Each waives the right to, and agrees that it will not, bring any claim or suit against any other local governing authority for damages to or loss of its equipment arising out of participation in or assistance with ODTF operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other local governing authority or officers, employees, or volunteers assigned to the ODTF by its law enforcement entity.

#### **E. COOPERATION OF JURISDICTIONS**

The sheriffs, county governing authorities, chief of police, and municipal corporations shall cooperate and use their best efforts to ensure that the various provisions of the agreement are fulfilled. All entities of this agreement will act in good faith to undertake resolution of any disputes in an equitable and timely manner and in accordance with the provisions of this



Agreement and applicable law.

## **F. MISCELLANEOUS**

- 1.) Should a court of competent jurisdiction rule any portion, section or subsection of this intergovernmental agreement to be invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.
- 2.) All entities of this agreement agree that the undersigned official is authorized by the governing bodies of each participating jurisdiction to sign this agreement, and, by affixing his or her signature to the agreement on behalf of a jurisdiction, the signing official indicates to the other jurisdictions, that the signing individual has already secured, if required, the ordinance or resolution manifesting prior approval from the governing body of his or her jurisdiction.
- 3.) This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party. One originally signed copy of each counterpart shall be forwarded to and permanently maintained on file with the governing authority serving as the Fiscal Agent of the Byrne-JAG Grant funding.

The Task Force shall administrate the use of funds, both Federal and Matching. It shall be the duty of the Task Force Commander to comply with the Criminal Justice Coordinating Council's mandates for documentation. Task Force funds will be deposited into a minimum of three accounts, one of which will contain operating funds or cash match, the second of which will contain proceeds from state forfeited funds and the third federal forfeited funds. Accounts containing operating funds and forfeited funds shall be multiple signature accounts. The task force will maintain an interest-bearing Escrow Account for all funds seized that have not been forfeited. Annually, the Task Force finances shall be audited by a CPA firm selected by the Baldwin County Board of Commissioners. Members of the Control Group may audit all accounts on a quarterly basis.

The following is a breakdown of matching funds by member agency, which shall be contributed to comprise the total of matching funds for period beginning **January 1, 2022**.

Baldwin County	In kind contribution of Building, Utilities and Maintenance; gasoline and for 2 agents, 1 Supervisor and Administrative Assistant
City of Eatonton	5,000.00
Wilkinson County	6,000.00
City of Ivey	1,000.00
Washington County	7,500.00
City of Gordon	3,000.00
McIntyre PD	3,000.00
Twiggs County	5,000.00
Laurens County	10,000.00
Johnson County	3,250.00
City of Wrightsville	3,250.00
Jefferson County	7,000.00
Hancock County	5,000.00
TOTAL	\$59,000.00

This memorandum is hereby agreed to by the following attached signatories who also agree that the memorandum is subject to revision as deemed appropriate by same.