

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGIA BUREAU OF INVESTIGATION
AND
COLUMBUS CONSOLIDATED GOVERNMENT
CONCERNING
THE STATE OF GEORGIA GOVERNOR'S ANTI-GANG TASK FORCE

I. PARTIES

This Memorandum of Understanding ("**MOU**") is made and entered into by and between the Georgia Bureau of Investigation ("**GBI**") and the Columbus Consolidated Government ("**CCG**").

II. PURPOSE

The State of Georgia is in a state of crisis which has been caused by violent criminal street gangs whose members threaten, terrorize, and commit a multitude of crimes against the peaceful citizens of their neighborhoods. These criminal street gang activities, both individually and collectively, present a clear and present danger to public order and safety and are not constitutionally protected. *See* O.C.G.A. § 16-15-2.

The GBI and CCG (hereafter collectively "**Parties**") share a mutual interest and responsibility in combating the crisis that criminal street gangs present to the citizens of the State of Georgia. To advance this shared goal, the GBI, at the direction and with the support of the Governor of the State of Georgia, established a state-wide anti-gang task force ("**GTF**") for the purpose of defeating the proliferation of criminal street gangs through the aggressive investigation and prosecution of the criminal acts perpetrated by criminal street gangs throughout the State.

In recognition of the above and to facilitate a comprehensive strategy to combat criminal street gangs throughout Georgia, the Parties, hereby agree to become cooperative partners to combat criminal street gangs. The goal of this mutual effort is to provide the appropriate resources to identify, investigate, and dismantle criminal street gangs.

Specifically, the purpose of this MOU is to set forth the terms by which the Parties will utilize leased premises (hereafter collectively "**Premises**").

III. AUTHORITY

Due to the substantial mutual benefits that can be obtained by GBI and CCG, the Parties hereby enter into this

MOU for the purpose of sharing available resources in a manner that provides an equivalent benefit to each of the Parties, and that enables each to carry out its statutory purposes in the most cost-efficient and resource-efficient means possible. The GBI is granted the authority by statute to undertake the activities and/or transactions under this MOU. *See* O.C.G.A. §§ 35-3-4, 35-3-5; 1983 Ga. Op. Atty Gen. No. 83-39.

IV. RESPONSIBILITIES

A. GBI shall:

1. Support the accomplishment of the mission and goals of this MOU as stated in Section II.
2. Share law enforcement resources and expertise in support of the efforts of the GTF and its stated mission.
3. Identify criminal street gangs and implement best practices in the collection of accurate and actionable intelligence related to the goal of eliminating criminal street gang activity.
4. Investigate and seek the prosecution of crimes committed by criminal street gangs in accordance with the Georgia Street Gang Terrorism and Prevention Act. *See* O.C.G.A. § 16-15-1 *et. seq.*
5. Establish, staff, and utilize the Premises as the principal office for the GTF in west Georgia.
6. Vacate the Premises within sixty (60) days should the Premises cease to be used as the principal office for the GTF in west Georgia.
7. Locate at the Premises a GBI supervisory special agent, with the minimum rank of Assistant Special Agent in Charge, to offer leadership and guidance to the GTF as it relates to criminal street gang investigation and mitigation.
8. Seek to add further criminal street gang investigatory capability through staffing additional law enforcement offices at the Premises from other local, state, and federal law enforcement agencies, including but not limited to, the following:
 - a. Georgia Department of Community Supervision
 - b. Georgia Department of Corrections
 - c. Georgia Department of Public Safety
9. Seek to deputize additional state and local law enforcement officers to serve as GBI GTF agents to investigate criminal street gang activity.
10. Provide support from a prosecutorial liaison from the GBIs Legal Division to offer legal guidance as it relates to criminal street gangs.
11. Provide administrative and analytical support for the GTF mission.

12. Provide other specialized equipment, as needed by the GTF, to aid in the investigation and prosecution of criminal street gangs.
13. Provide outreach and support to other law enforcement agencies and prosecutorial offices in support of the identification, investigation, and prosecution of criminal street gangs.
14. Secure content insurance for GBI-owned property located within or at the Premises upon the GTF taking occupancy.
15. Pay utility expenses and security system monitoring for the Premises by the start of State of Georgia Fiscal Year 2026 (July 1, 2025).

B. CCG shall:

1. Support the accomplishment of the mission and goals of this MOU as stated in Section II.
2. Remain the exclusive lessee of the Premises of a mutually agreed upon office space of approximately 10,000 sq. ft.
3. Fund one-time expenditures associated with the readying of the Premises to address perimeter fencing to prevent all entry and provide for concealment for the premises which will serve as the principal office for the GTF in west Georgia.
4. Allow the Premises to serve exclusively as the principal office for the GTF in west Georgia without assessing rent or other similar charge for occupancy.
5. Bear the cost of necessary internal renovation or construction needed within the Premises to meet the needs of GTF's use as a principal office. The scope of such renovation and an estimated cost will be agreed to by the parties before the work begins.
6. Pay utility expenses and security system monitoring for the Premises for Fiscal Year 2025 only (July 1, 2024 through June 30, 2025).

V. FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each of the Parties shall bear its own costs in relation to this MOU. Expenditures by the Parties will be subject to budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that the State of Georgia shall appropriate funds for such expenditures.

VI. HOLD HARMLESS

To the extent permitted by Georgia Law, the Parties mutually agree to hold each other and their respective personnel harmless with respect to any claims, losses, or damages arising in connection with the above activities. In entering into this MOU, neither of the Parties waive their respective sovereign immunity or that of their employees or any others covered by their respective sovereign immunity. Each of the Parties will be an independent contractor of the other.

VII. DISPUTE RESOLUTION

If the Parties are unable to agree about a material aspect of this MOU, the Parties agree to engage in a good faith effort to reach mutual agreement on the dispute and forward it to appropriate officials within their respective organizations.

VIII. ENTIRE AGREEMENT

This MOU is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all written and oral proposals and other communications.

IX. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

This MOU will become effective upon the signature of the authorized representatives of the Parties and shall expire one year from the date of the signatures. This MOU shall automatically renew on an annual basis, beginning on the first day of each successive fiscal year, and shall end on the last day of each such fiscal year, unless either Party terminates it earlier. The terms of this MOU shall not exceed ten (10) years.

This MOU may be amended by deletion or modification of any provision contained herein, or by the addition of a new provision. Any such amendment shall have no force and effect until such amendment is reduced in writing and signed by an authorized representative of each of the Parties. This MOU may be terminated by either party for any reason upon a 60-day written notification to other party.

X. SIGNATURES

The Parties agree that the undersigned official is authorized by the governing authorities and/or bodies of each participating jurisdiction to sign this MOU, and by affixing his or her signature to the agreement on behalf of a jurisdiction, the signing official indicates to the other 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.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates set forth below.

Georgia Bureau of Investigation

Columbus Consolidated Government

Title: _____

Title: _____

Date: _____

Date: _____