

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**CLAYTON COUNTY, GEORGIA AND THE CITIES OF FOREST PARK,  
JONESBORO, LAKE CITY, LOVEJOY, MORROW, AND RIVERDALE**

**JOINT CRIME SUPPRESSION TASK FORCE AGREEMENT**

This intergovernmental agreement (hereinafter “the Agreement”) is entered into by:

CLAYTON COUNTY, a political subdivision of the State of Georgia, and the following municipal corporations chartered by the State of Georgia:

THE CITY OF FOREST PARK, THE CITY OF JONESBORO, THE CITY OF LAKE CITY, THE CITY OF LOVEJOY, THE CITY OF MORROW, AND THE CITY OF RIVERDALE

for the purpose of setting forth the parties’ rights and responsibilities with respect to the creation and operation of a Joint Crime Suppression Task Force which provides consolidated police action to target drug crimes, gang activity and violent crimes that occur throughout the County irrespective of jurisdiction boundaries.

**WITNESSETH**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia provides that counties and municipalities may contract with each other for joint services; and

WHEREAS, Clayton County, the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, and Riverdale (jointly “the parties”) have determined that there is a present and continuing need for conducting joint crime suppression operations to deter violent crime, gang activity and drug crimes; and

WHEREAS, the parties have determined that the best method to accomplish these joint activities is to have qualified personnel from the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, and Riverdale (collectively the Participating Cities) sworn in as police officer reserves as part of the Clayton County Police Department Crime Suppression Task Force; and

WHEREAS, the parties have determined that it is mutually beneficial to the public health, safety and welfare of the citizens of Clayton County, and the

Participating Cities to have joint task force for crime suppression throughout the county; and

WHEREAS, Clayton County and the Participating Cities are desirous of setting forth the rights and responsibilities of the Parties, and the authority of the Parties in joint operations and desire to provide for limited jurisdictional authority as provided in Article 9, Section 3 of the Constitution of the State of Georgia:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

### SECTION 1: PREAMBLE

The foregoing recitals are true and correct and incorporated herein by reference.

### SECTION 2: JOINT OPERATIONS

The Clayton County Police Department, the Police Departments of the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, and Riverdale shall conduct joint crime suppression operations within and throughout unincorporated Clayton County and within the corporate limits of participating cities.

Prosecution for any arrests will be governed by venue (or as required by state law) and that each party agrees to allow the arresting officer (regardless of their actual employer) to participate in the prosecution of the case whether municipal, county or state court.

### SECTION 3: DURATION

- A. This Agreement becomes effective immediately upon approval by the Board of Commissioners of Clayton County and for each participating city that approves the Agreement through their mayor and city council. Any amendment to this agreement must be in writing and approved by the parties through their governing bodies.
- B. This Agreement shall be for one year with four additional renewals for one year each for a total of five years. This agreement will automatically renew on the anniversary of its adoption by the Board of Commissioners unless otherwise terminated pursuant to the provisions contained herein.

- C. The Chief of Clayton County Police Department or the Chief of any of the Participating Cities may terminate his or her agency's participation in this Agreement upon a thirty (30) day written notice to the chiefs of police of the other participating parties.

#### SECTION 4: ASSIGNMENT OF PERSONNEL

Personnel from each Participating Agency shall remain employees of that agency and shall be entitled to salary, compensation and other benefits of employment only from their respective employer and shall have no employment rights or vesting as an employee of the other agencies.

#### SECTION 5: STRUCTURE AND SUPERVISION

- A. Joint operations under this Agreement shall be supervised by the Clayton County Police Department.
- B. Chain of Command – During joint operations, task force personnel shall report and answer to the Task Force Commander appointed by the Chief of Police of the Clayton County Police Department.
- C. During joint operations, all personnel shall adhere to the policies and procedures established by the Clayton County Police Department for the task force.
- D. During joint operations, Task Force members will be governed and agree to abide by, the use-of force policy, vehicle pursuit policy, and reporting policies of the Clayton County Police Department. Each member will receive a copy of the policy, acknowledge receipt and understanding of the policy supported by training as set forth in Section 7, E. 1. In the event of a Task Force use-of-force / vehicle pursuit incident or complaint, the incident or complaint will be documented and investigated by Clayton County Police Department Internal Affairs unit, with a final report and recommendations provided to the member agency.

#### SECTION 6: DUTIES

- A. Joint operations shall include illegal drug suppression. Each Participating Agency shall provide all equipment required to conduct the joint operation to its personnel including a motor vehicle. Each agency is responsible for maintenance, fuel and insurance of any vehicle provided pursuant to this agreement.

- B. For purposes of this Agreement crime suppression shall include but is not limited to: surveillance, covert and overt investigations, sting operations, canine operations, illegal drug interdiction and details as assigned. All charges and arrests shall be written in the format prepared and used by the Clayton County Police Department to be submitted to the proper court.

#### SECTION 7: ADMINISTRATION PROCEDURES

- A. Swearing of appointed personnel – Officers of the Participating Cities shall be sworn in as police officers of the Clayton County Police Department Reserves pursuant to Chapter 54, Article I, Section 54-3 of the Code of Clayton County, Georgia. Once sworn, appointed personnel of the Participating Cities shall have, in addition to the police powers in their home jurisdictions, investigative and arrest powers within Clayton County, but only when performing the duties specified within this Agreement.
- B. Appointed personnel shall hold such appointment in the Clayton County Police Reserves at the discretion of the Clayton County Chief of Police. Participating agencies may also withdraw their own personnel from the Task Force at their discretion.
- C. Appointed personnel may hold an advanced rank only with their employing agency. Outside of their primary jurisdiction, personnel shall hold the rank of agent with no seniority when involved in a joint operation. No rights or entitlements shall accrue to personnel, other than those allowed in their primary jurisdiction.
- D. Disciplinary Procedures – Failure to comply with the Joint Operation Supervisor’s orders may result in the immediate suspension from the program until the case can be reviewed by the Clayton County Chief of Police who may revoke the appointment and sworn commission in the Clayton County Police Department Reserve under this Agreement.
  - 1. Complaints of insubordination or other serious violation shall be submitted by the Clayton County Assistant Chief of Police. After investigation and recommendation, the Clayton County Chief of Police shall have the authority and discretion to revoke or suspend the appointment and commission of such officer under this Agreement by submission, in writing, to the Chief of that officer’s employing agency.

2. Any internal investigation necessitated under this Agreement shall be conducted by the Clayton County Police Department in accordance with its Standard Operating Procedures. A copy of the investigation will be provided to the Chief of the officer's employing agency. All member agencies must cooperate in an internal investigation when requested.

E. Training

1. Each sworn city and county officer assigned to the Crime Suppression Task Force must qualify on the state's firearm course at the Clayton County Police range each calendar year. In addition, each sworn city and county officer must receive annual training in use-of-force, Title VII violation prevention and the County's Vehicle Use Policy to include vehicle pursuit policy and maintain the minimum training hours required by the Peace Officer Standards and Training Council. Each sworn city and county officer must satisfactorily complete the County's tri-annual training on harassment prevention.
2. Required training will be conducted at no expense to Task Force Members, and will be recorded on their individual GA POST training records.

SECTION 8: EMPLOYMENT STATUS OF APPOINTED PERSONNEL

- A. Personnel from each Participating Agency shall remain that agency's employee, and shall be entitled to salary, compensation and other benefits of employment only from their respective employer. Said employer is solely responsible for the payment of compensation to any appointed personnel who becomes injured arising out of or in the course of their employment while participating in activities under this Agreement.
- B. The parties agree that each is responsible for providing required benefits for their own employees assigned to the Task Force, including, but not limited to benefits under the Worker's Compensation Act.
- C. **Immunity and Defenses Not Waived**  
Nothing contained herein shall be construed to constitute any waiver by the Participating Agencies of their respective Governmental Immunities. Each participant specifically reserves all immunities and defenses afforded to each of them under the Constitution and laws of the United States and the Constitution and laws of the State of Georgia.

## SECTION 9: GOVERNING LAW

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in Clayton County, Georgia.

## SECTION 10: MERGER CLAUSE

The parties agree that the terms of this Agreement include the entire agreement between the Parties and as such shall exclusively bind the Parties. No other representatives either oral or written may be used to contradict the terms of this Agreement.

## SECTION 11: NO CREATION OF CAUSE OF ACTION

Nothing contained in this Agreement shall be construed as creating a right or cause of action for any participating officer, or any other third party, as against the Participating Agencies or their respective officers, agents, employees, insurers or assigns, nor as a right for any such third party to institute or maintain a suite which would not otherwise exist under the law as a legal claim against any of them.

## SECTION 12: WAIVER

A waiver by any Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.

## SECTION 13: SEVERABILITY

The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

## SECTION 14: EQUITABLE SHARING

- A. The parties agree to equitably share the monies seized by the Crime Suppression Task Force.
- B. With the exception of motor vehicles, seized items retained for law enforcement use may be assigned to any task force member. Once the

item is no longer needed, it shall be auctioned and the proceeds equitably shared according to the formula within this Section.

- C. Motor vehicles retained for law enforcement use may only be assigned to employees of the government owning the title to the motor vehicle. The ownership of a seized motor vehicle may be transferred to a member agency in lieu of that agency's equitable share based on the Kelly Blue Book value of the vehicle as a trade-in.
- D. Equitable sharing shall be based on the participating agency staffing contribution for the investigation that resulted in the forfeiture.

#### SECTION 15: GOVERNING BOARD AND NEW PARTIES

- A. A governing board shall consist of the Clayton County Chief of Police, who shall serve as Chair, and the chief of police of each participating city.
- B. The Board shall exist to oversee equitable sharing and the addition of new parties. The Chair may call meetings from time to time to discuss any issues regarding equitable sharing of the addition of new parties.
- C. Any police chief of a city within the County that is not a member of the joint task force may petition the governing board for admission by contacting the chair. The chair will call a meeting of the governing board to consider the request.
- D. If the board approves, the requesting city chief will obtain permission from his or her governing authority to join the joint task force. Upon receipt of the approval of the applicant city's mayor and counsel, the Chair will cause a new Joint Crime Suppression Task Force Agreement to be drawn for approval by the County Board of Commissioners and the mayor and council of member cities including the new member.
- E. Upon approval and execution of the new agreement, the Crime Suppression Task Force will begin operations.

#### SECTION 16: CERTIFICATION BY EACH PARTICIPATING PARTY

Each of the persons signing this Agreement herein certifies that he/she is over the age of eighteen (18), suffering no legal disability and that he/she has executed this Agreement only after said Agreement has been approved by the governing body of the Party. Each such person also certifies that he/she is authorized to bind his/her respective government to this Agreement.

IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeffrey E. Turner, Chairman  
Clayton County Board of Commissioners

\_\_\_\_\_  
Angelyne Butler, Mayor  
City of Forest Park

\_\_\_\_\_  
Joy Brantley Day, Mayor  
City of Jonesboro

\_\_\_\_\_  
Ronald Dodson, Mayor  
City of Lake City

\_\_\_\_\_  
Bobby Cartwright, Mayor  
City of Lovejoy

\_\_\_\_\_  
John Lampl, Mayor  
City of Morrow

\_\_\_\_\_  
Dr. Evelyn Wynn-Dixon, Mayor  
City of Riverdale



SECTION 17: CERTIFICATION BY EACH CHIEF OF POLICE

Each of the chiefs of police signing this Agreement herein certifies that he/she is over the age of eighteen (18), suffering no legal disability, and that he/she has executed this Agreement only after said Agreement has been approved by his/her governing body.

IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kevin Roberts, Chief of Police  
Clayton County Police Department

\_\_\_\_\_  
Nathaniel Clark, Chief of Police  
City of Forest Park

\_\_\_\_\_  
Tommy L. Henderson III, Chief of Police  
City of Jonesboro

\_\_\_\_\_  
Anthony "Tony" Whitmire, Chief of Police  
City of Lake City

\_\_\_\_\_  
Michael A. Gaddis, Chief of Police  
City of Lovejoy

\_\_\_\_\_  
Renan Lopez de Azua, Chief of Police  
City of Morrow

\_\_\_\_\_  
R. Todd Spivey, Chief of Police  
City of Riverdale