

INTERGOVERNMENTAL AGREEMENT
FOR CITY OF LITHONIA POLICE OFFICERS TO PROVIDE LAW ENFORCEMENT
SERVICES FOR CITY OF STONECREST BUILDINGS, PROPERTIES AND EVENTS

This Agreement made and entered into this ____ day of _____, 2024, between the City of Stonecrest, Georgia hereinafter (“City of Stonecrest” or “Stonecrest”) and the City of Lithonia, Georgia (“City of Lithonia” or “Lithonia) Stonecrest and Lithonia are at times referred to herein individually as “Party” or collectively as the “Parties.”, for the purpose of providing law enforcement services for City of Stonecrest buildings, properties and events and further providing for payment for those services into the General Fund of Lithonia.

WHEREAS, the cities of Stonecrest and Lithonia are constitutionally created local political subdivisions of the State of Georgia; and

WHEREAS, the cities of Stonecrest and Lithonia are municipality duly incorporated under the laws of the State of Georgia; and

WHEREAS, Stonecrest and Lithonia desire to enter into an agreement for the provision of Police Services within the boundaries of the Stonecrest (“Agreement”); and

WHEREAS, the Stonecrest and Lithonia 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 Stonecrest and Lithonia agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to sustain public safety and protect life and property through enforcement of local, state and federal laws at City of Stonecrest buildings, properties and at events held within Stonecrest.

ARTICLE 2
DEFINITIONS

City of Stonecrest Buildings and Properties means Stonecrest City Hall, Browns Mill Recreation Center, Browns Mill Aquatic Center, Browns Mill Park Complex, Southeast Athletic Complex, Salem Park, Miller Grove Park, New Fairington Park, Everett Park, Chestnut Lake Park, Panola Shoals Trailhead and any future buildings and properties owned or leased by the City of Stonecrest.

City of Stonecrest Events means City of Stonecrest sponsored events.

Executive Protection Services means protection service for City of Stonecrest Mayor and City Council.

Police Chief means the City of Lithonia police chief.

Public Safety Director means the top police official in the City of Stonecrest or such individual that the City Manager assigns to carry out law enforcement duties.

Police Services means patrolling, inspection and security of City of Stonecrest Buildings and Properties; and patrolling, inspection and security of City of Stonecrest Events.

ARTICLE 3 CHIEF OF POLICE

The City of Lithonia Chief of Police will direct, manage and supervise the delivery of Police Services contracted for in this Agreement with coordination with the Public Safety Director. While the Chief of Police shall retain control and direction of the Police Services hereunder, Stonecrest may request meetings or provide input regarding police operations for Lithonia's consideration.

ARTICLE 4 TERM OF AGREEMENT

This Agreement shall commence on the date all parties have executed the Agreement ("Effective Date") and shall terminate on December 31, 2024. January – December. This Agreement shall automatically renew for one (1) additional year on January 1, 2025 without further action by the Stonecrest or Lithonia unless previously terminated in accordance with the termination provisions of this Agreement.

ARTICLE 5 SERVICES

Lithonia shall provide full-time officers for the purpose of providing Police Services at City of Stonecrest Buildings and Properties and at City of Stonecrest Events. Police Services shall include, but are not limited to, patrolling and inspection of Stonecrest Buildings and Properties and at Stonecrest Events under the laws of the State of Georgia and the Ordinances of the City of Stonecrest within the municipal limits of Stonecrest and all other services as described in Exhibit A of this Agreement.

5.1 The division of labor and workforce will remain the sole discretion of Stonecrest and is described in Exhibit A of this Agreement. The division of labor and workforce shall also be dependent on factors, as determined by Stonecrest.

5.2 During the term of this Agreement, the level of services provided by Lithonia to the City of Stonecrest shall be consistent with those provided in all other portions of the City of Lithonia; however, such level of services shall not fall below the current year's level of service provided in the City of Lithonia.

5.3 Should data demonstrate that Lithonia is not meeting the current service level Stonecrest reserves the right to call an emergency meeting to discuss and resolve any issues to the

full satisfaction of Stonecrest. By December 31st of each year, this Agreement is in effect, Lithonia shall provide an annual report to Stonecrest reflecting the number of police officers assigned to the City and their respective assignments or positions during the course of that year. The City of Stonecrest will contact the City of Lithonia to resolve any concerns regarding the scope of work contemplated under this Agreement.

5.4 Response times in Stonecrest shall remain consistent with those response times in all other parts of Lithonia.

5.5 The City of Lithonia Police Chief will be responsible for providing the City Manager and Public Safety Director with a detailed incident report following all City incidents occurring at Stonecrest Buildings and Properties and at Stonecrest Events within 72 hours of said City incident.

ARTICLE 6 COMPENSATION AND CONSIDERATION

In consideration for said law enforcement services, Stonecrest shall pay on a monthly basis into the general fund of Lithonia an amount equal to the monthly compensation for all hourly police officers at the hourly rate of pay as described in Exhibit A delivered to the City of Stonecrest by the City of Lithonia. At the execution of this Agreement Stonecrest shall make a one time payment into the general fund of the City of Lithonia in amount not exceed SEVENTY-FIVE THOUSAND DOLLARS AND 00/100(\$75,000.00) for the purchase of one (1) Special Service Vehicle (“Stonecrest SSV”). At the conclusion of this Agreement the City of Lithonia shall transfer title of the Stonecrest SSV to the City of Stonecrest. In further consideration of said services, Stonecrest shall pay to Lithonia all fines and bond forfeitures received through the Municipal Court of the City of Stonecrest.

6.1 The City of Stonecrest agrees to pay any all expenses for processing the cases issued for the violations of the Ordinances of the City of Stonecrest, maintaining and keeping record of same and bearing the expense of the Stonecrest Municipal Court and also agrees to pay any other expenses involved based upon the issuance of any citations.

6.2 Lithonia reserves the right to charge Stonecrest the actual cost of any specific non-basic services performed due to Exigent Circumstances or at the request of the City. The Chief of Police will communicate with the City Manager and the Public Safety Director regarding the cost of the non-basic police services being provided. Parties shall retain the right to jointly or individually seek joint jurisdictional, state or federal funding to the extent permitted by law.

6.4 Stonecrest has determined that the amounts to be paid to Lithonia and other expenses paid by Stonecrest pursuant to this Agreement are equal to the cost incurred by Lithonia to provide law enforcement services to the City of Stonecrest.

ARTICLE 7 EQUIPMENT

7.1 With the exception of the Stonecrest SSV that shall be provided by the City of Stonecrest as mentioned above, the City of Lithonia agrees to provide police personnel assigned to work within Stonecrest with all necessary equipment and motor vehicles in connection with this Agreement in order to perform the agreed upon Police Services, in accordance with City of Lithonia Police policies and procedures. The City of Lithonia agrees to maintain said equipment and vehicles and to provide replacements as necessary during the term of the Agreement. All City of Lithonia Police Officers assigned hereunder shall wear the uniform and insignia as issued and ordered by the City of Lithonia Police Department.

ARTICLE 8 AUTHORITY TO ENFORCE THE LAW IN STONECREST

8.1 Sworn police officers assigned to Stonecrest 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 Lithonia assigned to the City shall still be deemed to be a sworn officer of the City of Lithonia while performing the services, duties and responsibilities hereunder and is vested with the police powers of the City of Lithonia 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 Stonecrest, to make arrests or issue citations incident to the enforcement of the applicable Stonecrest 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 Stonecrest 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 ordinances and shall appear in the Municipal Court of the City of Stonecrest, where applicable and as necessary to prosecute cases made therein. Lithonia police officers must continue to comply with all Lithonia policies governing off-duty employment.

ARTICLE 9 EMPLOYMENT STATUS

9.1 All sworn officers, as well as any other Lithonia personnel assigned under this Agreement are and will continue to be employees of the City of Lithonia 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 City of Lithonia 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 City of Lithonia 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, Lithonia will continue to maintain Initial Incident Reports, Supplemental Reports and other reports relating to police activity in the City of Stonecrest, consistent with Lithonia's records retention policies.

10.2 During the term of this Agreement, the City of Lithonia will continue to compile, maintain and submit all law enforcement data for the City of Stonecrest, including NIBRS and UCR statistics, to state and federal authorities in the form and manner required of police agencies in Georgia. The City of Lithonia 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 (Originating Agency Identifier) in order for Stonecrest to comply with this paragraph. In addition, Lithonia shall be responsible for any costs incurred with software vendors if software modifications are necessary in order to comply with this paragraph. Otherwise, the Lithonia Police Department will continue to report the required crime statistics to the State and Federal governments as a part of Lithonia for the duration of this Agreement.

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

10.4 The City of Lithonia will provide Initial Incident Reports, Supplemental Reports, Monthly Citation Report (distinguishing between citations written specifically for the Municipal Court of Stonecrest) and all other reports as necessary.

10.5 Lithonia response time reports will be provided by the Chief of Police on a quarterly basis to the City of Stonecrest. The Lithonia response time reports must include data from the City of Stonecrest for comparison.

10.6 The City of Stonecrest may request to review and access data and City of Lithonia records at a mutually agreed upon time to ensure compliance with this Agreement. The City of Lithonia will provide quarterly comparison report of service metrics date to include information from both Stonecrest and Lithonia.

ARTICLE 11 STONECREST-LITHONIA RELATIONS

11.1 The City of Lithonia will notify and communicate with the Mayor, City Manager and the *Public Safety Director* in the event of a significant criminal occurrence or emergency situation within Stonecrest, as determined by the City of Lithonia Police Chief. Additionally, the City of Lithonia Police Chief will send the Mayor, City Manager and the Public Safety Director a daily report of significant criminal occurrence or emergency situation occurring in the last twenty-four hours at City of Stonecrest Buildings and Properties. In the event the City of Stonecrest determines additional Stonecrest officials should be included, the City Manager and the *Public*

Safety Director may designate additional City officials to participate in the discussion related to the definition of such events.

11.2 The parties acknowledge that the City Manager and the *Public Safety Director* is not in the chain of command of any City of Lithonia Employee and do not have authority to direct the activities of any employee of the City of Lithonia Police Department.

ARTICLE 12 TERMINATION AND REMEDIES

12.1 Unless mutual termination is otherwise reached, either Party may terminate this Agreement with or without cause by ninety (90) days prior written notice. If Stonecrest intends to terminate this Agreement for cause prior to the expiration of the term of this Agreement, Stonecrest must notify Lithonia 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 Stonecrest and Lithonia.

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

ARTICLE 13 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 notice by electronic mail. Future changes in address shall be effective upon written notice being given by Stonecrest or by Lithonia via electronic mail. Notices shall be addressed to the parties at the following addresses:

If to the City of Lithonia:

City Administrator
6920 Main Street
Lithonia, GA 30058
Email: Donald.Dejarnette@lithoniacity.org

If to the City of Stonecrest:

City Manager
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038
Email: gscruggs@stonecrestga.gov

With a copy to:

City Attorney
Denmark Ashby, LLC
100 Hartsfield Centre Pkwy, Ste. 400
Atlanta, Georgia 30354
Email: wdenmark@denmarkashby.com

ARTICLE 14
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 governing authorities of both the City of Stonecrest and the City of Lithonia.

ARTICLE 15
NON-ASSIGNABILITY

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

ARTICLE 16
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 17
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 18
BINDING EFFECT

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

ARTICLE 19 INDEMNITY

19.1 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 of Stonecrest defend, indemnify and hold harmless the City of Lithonia and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City of Lithonia 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 of Stonecrest, its employees, officers and agents. The City of Lithonia shall promptly notify the City of Stonecrest of each claim, cooperate with the City of Stonecrest in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City of Stonecrest's participation.

19.2 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 City of Lithonia defend, indemnify and hold harmless the City of Stonecrest and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City of Stonecrest 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 of Lithonia, its employees, officers, and agents. The City of Stonecrest shall promptly notify the City of Lithonia of each claim, cooperate with the City of Lithonia in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City of Lithonia participation.

19.3 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 20 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST :

CITY OF STONECREST, GEORGIA

By: _____

Mayor for City of Stonecrest, Georgia

ATTEST:

CITY OF LITHONIA, GEORGIA

By: _____

Mayor for City of Lithonia, Georgia

APPROVED AS TO FORM

By: _____

City Attorney

EXHIBIT A

SERVICES

1. Services provided by Police Officers shall include at a minimum:

- a) Keeps record of entrance and departures of visitors.
- b) Maintain a high level of visibility in the building and parking area.
- c) Write reports on any incidents that occur on the property.
- d) Conducts checks of building and perimeter.
- e) Escort employees to their vehicles after dark.
- f) Assist with fire, severe weather, bomb threats and intruder drills.
- g) Summons emergency vehicles and crews when needed.
- h) Reports any suspicious behavior to the City Manager and the Public Safety Director and Dekalb County Police Department.
- i) Complies with the City of Stonecrest regulations and policies.
- j) Executive Protection including transportation.

DIVISION OF WORK FORCE

1. Full-Time Officers (40 hours work week)
 - a. ONE (1) officer at City Hall; Monday – Friday, 7am – 6pm
 - b. ONE (1) officer at Browns Mill Rec Center; Monday – Friday, 7am – 9pm
2. Part Time Officers
 - a. Two (2) Officers for Regular City Council Meeting
 - b. Two (2) Officers for City Council Work Sessions
 - c. Three (3) Officers for City Council Special Call Meetings
 - d. Two (2) officers for all other public meetings not mentioned above
 - e. Two (2) officers for City sponsored events - Scheduled events - Stonecrest will notify the Chief of Police 1-2 weeks in advance of the event when an officer is needed. City sponsored events will on weekends and will last 4-5 hours each day
 - f. Two (2) officers at City parks as needed - Stonecrest will notify the Chief of Police 1-2 weeks in advance when an officer is needed.
 - g. Executive Protection(“EP”) – EP will be requested as needed and the amount may vary.
3. The City of Stonecrest shall have the right to move officers to different locations based on need. With prior approval of the Chief of Police Stonecrest shall increase the number of officers at each location.

COST OF SERVICES

\$55/hour

Miscellaneous:

The City of Stonecrest will provide at minimum a bi-weekly schedule.