

## Drug Task Force Intergovernmental 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 \_\_\_\_\_ Task Force (hereinafter referred to as “DTF”). 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 DTF operates by and through the consent of the participating agencies and local governing bodies listed below.

\_\_\_\_\_ County Sheriff’s Office  
\_\_\_\_\_ County Board of Commissioners

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\_\_\_\_\_ County Board of Commissioners

\_\_\_\_\_ County Sheriff’s Office  
\_\_\_\_\_ County Board of Commissioners

City of \_\_\_\_\_  
City of \_\_\_\_\_  
City of \_\_\_\_\_

\_\_\_\_\_ Circuit District Attorney’s Office

Georgia Bureau of Investigation (If applicable)

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

WHEREAS, the DTF entities seek to rid their communities of illicit drug and other criminal activity by aggressively enforcing the laws of the State of Georgia through the arrest and prosecution of criminal actors; and,

WHEREAS, the entities agree that a collaborative effort is key to reducing drug use, sales, trafficking and other criminal activity in the \_\_\_\_\_ Judicial Circuit 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 20\_\_\_\_ 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 DTF as follows:
  - a) \_\_\_\_\_ County Sheriff's Office assigns \_\_\_\_ deputy(ies) and/or \_\_\_\_ support staff.
  - b) \_\_\_\_\_ County Sheriff's Office assigns \_\_\_\_ deputy(ies) and/or \_\_\_\_ support staff.
  - c) \_\_\_\_\_ County Sheriff's Office assigns \_\_\_\_ deputy(ies) and/or \_\_\_\_ support staff.
  - d) City of \_\_\_\_\_ assigns \_\_\_\_ police officer(s) and/or \_\_\_\_ support staff.
  - e) City of \_\_\_\_\_ assigns \_\_\_\_ police officer(s) and/or \_\_\_\_ support staff.
  - f) City of \_\_\_\_\_ assigns \_\_\_\_ police officer(s) and/or \_\_\_\_ support staff.
  - g) \_\_\_\_\_ Circuit District Attorney's Office assigns \_\_\_\_ prosecutor(s) and/or \_\_\_\_ investigator(s) and/or \_\_\_\_ support staff.
  - h) Georgia Bureau of Investigation assigns \_\_\_\_ agent(s) and/or \_\_\_\_ support staff.
  
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 DTF by one of the entities shall not be considered temporary or permanent employees, volunteers or agents of the DTF or of any other entities for any purpose whatsoever, including liability, or be entitled to or 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 DTF.

4. Except as otherwise provided herein, each entity shall, at the entity's sole cost and expense, provide its personnel with any necessary vehicles, vehicle insurance, radios and law enforcement equipment necessary to performance hereunder.
5. When authorized by the chief law enforcement officer of the entity in which the DTF is acting, 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 with regard to expenses associated with personnel assigned to the DTF:

1. The governing authority of \_\_\_\_\_ County/City of \_\_\_\_\_ (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 Fiscal Agent 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 will fund the initial costs of the detached personnel listed in Section A of this intergovernmental agreement. Any other initial costs to be borne by individual entities shall be as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. On a calendar quarterly basis, each participating county governing authority or municipal corporation shall invoice the Fiscal Agent for reimbursement of the personnel costs paid for by the sponsoring entity.
5. Said invoice shall be sent to Fiscal Agent no later than three (3) business days following the end of each calendar quarter and shall be accompanied by all supporting

documentation including, but not limited, to payroll system reports, invoices and other relevant documentation.

6. The Fiscal Agent, on behalf of the DTF, will submit for and accept quarterly reimbursement payments for personnel costs paid by participating entities.
7. The Fiscal Agent will receive and deposit the quarterly reimbursements as referenced under paragraph 5 of this section into the Fiscal Agent's checking account.
8. Said funds will be paid by the Fiscal Agent to each participating county governing authority or municipal corporation to reimburse personnel costs appropriately invoiced as referenced under paragraph 3 of this section within ten (10) business days of receipt of quarterly reimbursement.
9. Each entity swears, affirms and agrees to ONLY seek reimbursement for uses permitted under the 20\_\_ Edward Byrne Memorial Justice Assistance Grant Program.
10. As the DTF is not a separate legal entity, no property, equipment or vehicles shall be titled in the name of the DTF. All property purchased with local funds appropriated by the county governing authority or municipal corporation on behalf of DTF 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.
11. The Fiscal Agent shall obtain and maintain any required insurance documentation from each county governing authority or municipal corporation.
12. The records, accounts, documents, etc., of the Fiscal Agent relating to the DTF 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 DTF Operating Committee as requested.

#### **C. DTF OPERATING COMMITTEE**

1. The DTF shall be administered by the DTF Operating Committee. Each participating sheriff and chief of police, or their designee, shall serve as members of the committee. The committee will select from its participating law enforcement agencies a chair to conduct meetings. The members of the committee may also select other officers as deemed appropriate.
2. The committee shall meet regularly as needed. A quorum shall be established by the committee and official votes of the committee 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 committee must be taken and retained.

3. The committee shall adopt policies and procedures to ensure that the work of the DTF and all agents comply with applicable law and generally accepted law enforcement operational and management practices. Procedures prescribing how entities request services from the DTF and the person employed by the requesting law enforcement agency who is duly authorized to request such services shall be determined under DTF policy.
4. DTF 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 DTF activities in cooperation with law enforcement agencies not operating exclusively under the policies and procedures of the DTF, the Chairman of the Operating Committee with the consent of the committee shall settle distribution matters of the forfeited assets with the agencies in accordance with State and/or Federal law.
5. The committee shall approve or amend the DTF's annual operating budget as necessary. Within the fiscal limits of said budget, the committee may authorize expenditures for acquisition of equipment, supplies, goods services or other commodities necessary for DTF 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.
6. Upon committee authorization to distribute funds pursuant to the terms set forth herein, condemned assets shall be distributed to each law enforcement entity after deduction of all DTF costs and expenses:
  - a. \_\_\_\_\_ in equal shares
  - b. \_\_\_\_\_ proportionately in accordance with participation in the case
  - c. \_\_\_\_\_ the following formula: \_\_\_\_\_  
\_\_\_\_\_

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

1. Each county governing authority shall acquire and maintain a policy of liability and/or law enforcement insurance covering the activities of it's county's sheriff's office or police department personnel participating on the DTF. This insurance policy shall defend and indemnify the county governing authority and all of its assigned law enforcement personnel assigned to the DTF. 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.

Each municipal corporation shall acquire and maintain a policy of liability and/or law enforcement insurance covering the activities of it's police department personnel participating on the DTF. This insurance policy shall defend and indemnify the municipal corporation and all of its assigned law enforcement personnel assigned to the DTF. 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 DTF 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 DTF or are otherwise participating in or assisting with DTF 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 DTF 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 DTF 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 DTF by its law enforcement entity.
9. All insurance policies and certificates required under this agreement shall be submitted to the Fiscal Agent within \_\_\_\_ days of signature of this intergovernmental agreement. Such policies and certificates shall be open to inspection by any county governing authority or municipal corporation and copies of the policies or certificates shall be submitted to entities of this agreement upon written request.

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

The sheriffs, county governing authorities 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.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided as of the day and year written below.

Sheriff \_\_\_\_\_, \_\_\_\_\_ County Sheriff's Office \_\_\_\_\_ (Date)

Sheriff \_\_\_\_\_, \_\_\_\_\_ County Sheriff's Office \_\_\_\_\_ (Date)

Sheriff \_\_\_\_\_, \_\_\_\_\_ County Sheriff's Office \_\_\_\_\_ (Date)

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Chair \_\_\_\_\_  
\_\_\_\_\_ County Board of Commissioners

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Chair \_\_\_\_\_  
\_\_\_\_\_ County Board of Commissioners



\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Chair \_\_\_\_\_  
\_\_\_\_\_ County Board of Commissioners

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor \_\_\_\_\_  
City of \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor \_\_\_\_\_  
City of \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Mayor \_\_\_\_\_  
City of \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
District Attorney \_\_\_\_\_  
\_\_\_\_\_ Judicial Circuit

\_\_\_\_\_, Georgia Bureau of Investigation (If applicable) \_\_\_\_\_ (Date)