

INTERGOVERNMENTAL AGREEMENT
between
CHATHAM COUNTY, GEORGIA
and
CITY OF SAVANNAH, GEORGIA
for
GUN VIOLENCE REDUCTION PARTNERSHIP

THIS AGREEMENT, made and entered into this ___ day of ___ 2019, by and between Chatham County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as “County” and the City of Savannah, a Georgia municipal corporation, hereinafter referred to as “City” to reduce crime and gun-related violence

WITNESSETH

WHEREAS, the City police force operating as the Savannah Police Department seeks to reduce crime throughout the City; and

WHEREAS, both the County and the City seek to reduce violence and specifically to eradicate gun violence for the safety and protection of all; and

WHEREAS, the County and City are desirous of implementing effective models designed to attack the problem and reduce violence; and

WHEREAS, the County and the City have developed the End Gun Violence program, modeled from the National Network for Safe Communities, as the most fitting strategy to combat the violence; and

WHEREAS, the District Attorney of Chatham County has the duty, ability and desire to oversee the program to ensure prosecutions in compliance with Georgia law; and

WHEREAS, the objective of the Program is to realize a reduction of no less than 10 percent in group, and gun-related shootings and homicides within targeted regions by December 31, 2019.

NOW, THEREFORE, all parties, for good and valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
RESPONSIBILITIES

1.1 County shall provide one employee position within the Chatham County District Attorney’s Office to staff this program. The District Attorney in his/her sole discretion shall appoint the employee to fill this position and that employee shall serve at his/her pleasure. The position shall be created and maintained as long as funding is provided in accordance with this Agreement. The employee’s duties shall include:

- a) Day-to-day coordination and oversight of all non-law enforcement aspects of the Program;
- b) Maintenance of open relationships with Savannah Police Department (hereinafter "SPD") officers, area law enforcement agencies, social service providers, neighborhoods and citizens in order to exchange information and facilitate cooperative efforts.
- c) Working closely with internal and external partners in order to ensure the timely delivery of all required reporting data and helping to develop social network analysis.
- d) Gathering and disseminating information and correspondence throughout and among the City/SPD organization, partners, stakeholders, service providers, community leaders and other agencies.
- e) Establishing and maintaining information management systems to collect analyze and evaluate non-law enforcement data.
- f) Providing weekly and monthly reports based on crime statistics.
- g) Making recommendations to improve the productivity of the program.
- h) Maintaining current and accurate data and information on groups within the City and Chatham County.
- i) Coordinating, planning and attending meetings with local law enforcement, social service agencies and community/neighborhood representatives, including facilitating group call-ins. For purposes of this Agreement "call-in" refers to a group violence intervention strategy. It is a critical communication tool in the form of a meeting comprised of law enforcement, community members and social services providers, during which time a unified no-violence message is conveyed to certain groups and their followers.
- j) Maintaining liaisons with SPD's Patrol Division, the office of the District Attorney, Parole and Probation, social service providers, community leaders and community/neighborhood representatives to ensure distribution of information pertinent to the program.
- k) Scheduling, attending and participating in conference calls designed to advance the program.

- l) Producing monthly narrative progress reports containing numerical and analytical data and presenting the same to either governing body upon request of either the City Manager or District Attorney.
- m) Any and all other duties as assigned by the District Attorney in his/her sole discretion.

1.2 City shall provide an office, telephone, and other office supplies as may be necessary to perform the functions of this position.

1.3 SPD will retain exclusive coordination authority and shall manage all law enforcement aspects of the End Gun Violence (EGV) program.

ARTICLE 2
TERM

The term of this Agreement shall begin on the date it is fully executed by both parties (“Effective Date”) and shall end on December 31, 2019, subject to early termination as provided in Article 5; provided, however, if the term of this Agreement extends beyond a single fiscal year of City, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Section 36-60-13, Official Code of Georgia.

ARTICLE 3
PAYMENT

The City shall pay to the County an amount not to exceed \$97,250 on an annualized basis for County’s actual costs for salary and benefits for the position. The County shall invoice City quarterly and payment shall be due within thirty (30) days. City shall pay this sum to the County and the County shall apply the same to the budget of the Office of the District Attorney.

ARTICLE 4
ADMINISTRATORS OF AGREEMENT

City’s Administrator for this Agreement is Chief Roy W. Minter Jr., SPD. The Contract Administrator for County is Meg Heap, District Attorney.

ARTICLE 5
TERMINATION

This agreement may be terminated by either party at any time with 60 days written notice.

ARTICLE 6
NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Notice to the County shall be sent to:
Meg Heap, District Attorney
133 Montgomery Street
Savannah, Georgia 31401

Notice of the City shall be sent to:
Roberto Hernandez, City Manager
2 East Bay Street
Savannah, GA 31401

With copy to:
City Attorney
6 East Bay Street, Third Floor
Savannah, Georgia 31401

ARTICLE 7
RIGHTS IN DOCUMENTS AND WORK

All work product provided or created in connection with this Agreement is and shall remain the property of the City of Savannah and may be available to the other party for inspection or use upon request.

ARTICLE 8 JURISDICTION
AND VENUE

This Agreement and its performance shall be construed in accordance with and governed by the laws of the State of Georgia.

ARTICLE 9 PRIOR
AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed on the date and year first above set out through officers duly authorized to execute same.

By: _____
Roberto Hernandez,
City Manager of the City of Savannah

By: _____
Albert Scott, Chair
Board of Commissioners

By: _____
Meg Heap
District Attorney Eastern Judicial Circuit

Attest: _____

Attest: _____

APPROVED TO LEGAL FORM AND CONTENT:

R. Jonathan Hart, Chatham County Attorney

Jennifer Herman, Interim City of Savannah Attorney