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MEMORANDUM

To: Honorable Mayor and City Council
From: Billy Grogan, Chief of Police
Date: June 13, 2016
Subject: **Georgia State University & City of Dunwoody Mutual Aid Agreement**

ITEM DESCRIPTION

In December of 2009, the City of Dunwoody signed a mutual aid agreement with Georgia Perimeter College in case of a local emergency or for extraterritorial assistance. Since the Dunwoody campus now falls under Georgia State University, the agreement must be updated.

BACKGROUND

It is important that the City of Dunwoody have a mechanism in place to request police assistance from Georgia State University–Dunwoody Campus should the need arise. It is also important to have this mechanism in place should Georgia State University–Dunwoody Campus need our assistance as well. Georgia Code 36-69-1 outlines the standards of this agreement. This agreement has been reviewed by our City Attorney.

RECOMMENDED ACTION

At this time, staff recommends the City Council approve the attached Mutual Aid Agreement with Georgia State University–Dunwoody Campus.

**Memorandum of Understanding
Extraterritorial Assistance**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on the ____ of _____ 2016, by and between the City of Dunwoody Police Department and the Board of Regents of the University System of Georgia by and on behalf of Georgia State University, an institution within the University System of Georgia and the Board of Regents for the University System of Georgia (hereinafter Georgia State at Dunwoody). City of Dunwoody Police Department and the Georgia State at Dunwoody are hereinafter collectively referred to as "Party" or "Parties." This agreement incorporates by reference standards contained in O.C.G.A. § 36-69-1 *et seq.*, including subsequent amendments thereto.

WHEREAS, where responses to emergency or special circumstances may exceed the immediate resources, skill, and equipment capacities of either Party's law enforcement agency, the City of Dunwoody Police Department and Georgia State at Dunwoody may request that the other Party provide certified police officers to assist in providing law enforcement services.

WHEREAS, pursuant to O.C.G.A. § 36-69-1 *et seq.*, Georgia State at Dunwoody is authorized to furnish assistance extraterritorially to City of Dunwoody Police Department upon the approval of Board of Regents for the University System of Georgia and the President of Georgia State at Dunwoody with this MOU.

WHEREAS, pursuant to O.C.G.A. § 36-69-1 *et seq.*, City of Dunwoody Police Department is authorized to furnish assistance extraterritorially to Georgia State at Dunwoody with the approval of the President of Georgia State at Dunwoody, as well as the governing body for the local political subdivision or county sheriff, as applicable.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose:** The purpose of this MOU is to permit each Party to assign law enforcement officers to the other Party for law enforcement services within the City of Dunwoody or on the Georgia State at Dunwoody campus as requested by the law enforcement agencies of the Parties. In accordance with O.C.G.A. § 36-69-8, nothing in this MOU shall be construed as creating a duty on the part of the Parties to respond to a request for assistance, or to stay at the scene of a local emergency for any length of time.
2. **Requests:** Requests for assistance may be made by the Chief of Police of the City of Dunwoody Police Department or Chief of Police of the Georgia State University Police Department in a local emergency, in the prevention or detection of violations of any law, in the apprehension or arrest of any person who violates a criminal law of this state, or in any criminal case.
3. **Authorities:** The senior officer of the requesting Party shall be in command of the local emergency as to strategy, tactics, and overall direction of the operations.
4. **Powers and Duties of Responding Personnel:** In accordance with O.C.G.A. § 36-69-4, responding employees of either Party "shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision or on the campus of the institution in which they are normally employed."

- 5. **Responsibility for Expenses and Compensation of Employees:** Parties responding to requests in conformance with this MOU shall pay any expense for furnishing of their own equipment, loss or damage to such equipment, and costs incurred in operation and maintenance of their equipment. Responding Party shall compensate responding employees during the time they are rendering aid and defray actual travel expenses of employees. Compensation shall include compensation due to personal injury or death while employees are rendering aid. (O.C.G.A. § 36-69-5.)
- 6. **Effective Date:** This agreement shall take effect upon execution and approval by the hereinafter named officials, including the Board of Regents for the University System of Georgia, and shall continue in full force and effect unless terminated by any or all of the parties herein.

WHEREFORE, the parties hereto cause these presents to be signed on the dates listed below.

**City of Dunwoody, Georgia
By and on behalf of the City of Dunwoody
Police Department**

**Board of Regents of the University
System of Georgia by and on behalf of
Georgia State University**

Authorized City Official Date

Mark Becker, President Date

Printed Name and Title

**Presented to and approved by
The Board of Regents:**

Secretary to the Board Date

Printed Name