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MEMORANDUM

To: Honorable Mayor and City Council
From: Billy Grogan, Chief of Police
Date: February 13, 2017
Subject: MOU with Sandy Springs PD for Traffic Control

ITEM DESCRIPTION

This is a Memorandum of Understanding (MOU) between the Sandy Springs Police Department and the Dunwoody Police Department for the off-duty employment of police officers from both departments to direct traffic in either city during the I-285/GA400 Interchange Improvement Project.

BACKGROUND

The I-285/GA400 Interchange Improvement Project is a major undertaking by the Georgia Department of Transportation and its approved contractor, North Perimeter Contractors, LLC. The Project involves building several new roadways and fly-over bridges as well as improving current roadways and bridges. The Project is expected to take 4 years to complete. Because of the size of the Project and the number of law enforcement officers that will be needed to provide safety and security in the various work zones, and because of Sandy Springs Police Department staffing considerations, they will not be able to provide the number of off-duty officers required by the Contractor by themselves.

In order to ensure the Contractor is able to employ the number of law enforcement officers needed, it is necessary to find additional staffing. The majority of the Project will be within the City limits of Sandy Springs. A small portion of the affected area will be within the City limits of Dunwoody. Due to the nature of the Project, it will be logistically impossible to assign officers to posts solely within the respective Cities. To increase the pool of available off-duty officers for the Project, both Sandy Springs and Dunwoody police officers could be permitted to provide off-duty services to the Contractor through this MOU.

RECOMMENDED ACTION

There is no financial cost to the City of Dunwoody. Staff recommends the City approve the attached MOU. The MOU has been reviewed by our City Attorney.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SANDY SPRINGS POLICE DEPARTMENT AND
THE DUNWOODY POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2017, by and between the Sandy Springs Police Department ("SSPD") and the Dunwoody Police Department ("DPD").

WITNESSETH:

WHEREAS, there is a need for police officers to provide increased traffic safety and control for the duration of the project known as the I-285/SR 400 Interchange Improvement Construction Project ("Project"); and

WHEREAS, the Project includes portions of both the City of Sandy Springs ("Sandy Springs") and the City of Dunwoody ("Dunwoody"); and

WHEREAS, at any time during construction of the Project, activity may include unpredictable movement from one City to another; and

WHEREAS, the contractor for the Project is North Perimeter Contractors, LLC ("Contractor"); and

WHEREAS, the Contractor desires to engage off-duty police officers from SSPD and DPD to provide traffic safety and control for the duration of the Project; and

WHEREAS, Sandy Springs and Dunwoody desire to permit off-duty police officers from SSPD and DPD to work for the Contractor and to coordinate the staffing of such police officers at the Project;

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

1. AUTHORITY

Each of the designated representatives identified below represents that he is duly authorized by his jurisdiction or agency to enter into this MOU on behalf of his jurisdiction or agency.

2. PURPOSE

This MOU establishes the procedures and responsibilities of SSPD and DPD for the staffing of off-duty officers to be contracted by the Contractor for the purpose of providing traffic safety and control for the duration of the Project.

3. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

A. SSPD and DPD officers will complete the internal paperwork required by their respective agency for such off-duty employment. Such paperwork will be sufficient for the officer to work in an off-duty capacity without being required to complete any paperwork for the other agency.

B. SSPD Captain Dan Nable or his designee will coordinate the contracting of off-duty police officers for each day officers are needed. Captain Nable or his designee will communicate with the Contractor to determine the need for off-duty officers and will subsequently contact SSPD and DPD officers to fill the needed positions. Every effort will be made to ensure each officer interested in working at the Project has a fair chance at employment and reasonable efforts will be made to prevent the "monopolization" of the job by a select few officers.

C. SSPD and DPD officers shall be permitted to work for the Contractor within the City limits of either City, regardless of which City employs the officer.

D. SSPD and DPD officers who accept work for the Contractor agree that they do so as independent contractors and as such, must complete all paperwork required by the Contractor prior to providing services. SSPD and DPD officers will be paid directly by the Contractor. Officers are not permitted to receive payment under any other name than their own and understand that he/she will be responsible for any tax liability incurred as a result of off-duty work at the Project.

E. Police officers from SSPD and DPD will serve within the Project area in their official capacity as sworn police officers. Whenever a breach of the peace occurs and a police officer from one jurisdiction detains an individual in the other jurisdiction, he/she shall immediately, upon such detention, notify the appropriate contact in the incident jurisdiction by the quickest means possible. The agency in the incident jurisdiction shall dispatch a police officer to respond to the incident. SSPD and DPD shall cooperate fully to complete and process reports necessary to comply with requirements of Georgia law and agency needs.

4. TERM

This MOU shall remain in full force in effect until terminated by the mutual agreement of the parties or upon thirty (30) days' prior written notice by either party to this MOU.

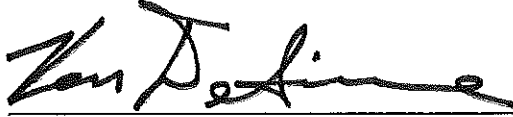
5. REVISIONS

The terms of this MOU may be amended upon the written approval of authorized representatives of the SSPD, the DPD, Sandy Springs and Dunwoody. Such amendment is effective upon the date of approval.

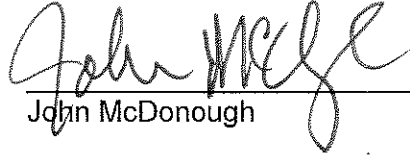
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SANDY SPRINGS POLICE DEPARTMENT

SANDY SPRINGS CITY MANAGER



Chief Ken DeSimone



John McDonough

DUNWOODY POLICE DEPARTMENT

DUNWOODY CITY MANAGER

Chief Billy Grogan

Eric Linton