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## **MEMORANDUM**

**To:** Honorable Mayor and City Council  
**From:** Billy Grogan, Chief of Police  
**Date:** January 9, 2017  
**Subject:** MOU for Purchase of Command Vehicle

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### **ITEM DESCRIPTION**

This is a Memorandum of Understanding (MOU) between the Johns Creek Police Department, the Brookhaven Police Department, the Sandy Springs Police Department and the Dunwoody Police Department to purchase a Command Vehicle to be used for North Metro SWAT operations and other functions as needed.

### **BACKGROUND**

In 2009, the Dunwoody Police Department partnered with the Sandy Springs Police Department and the Johns Creek Police Department to form the North Metro SWAT Team. In December of 2013, the Brookhaven Police Department joined North Metro SWAT.

The North Metro SWAT Team needs a Command Vehicle to assist the team in their operations. This need was identified soon after the team was formed. A Command Vehicle provides a place to conduct command and control operations of the North Metro SWAT Team in a secure environment during call outs for critical incidents. The efforts to secure funding through a grant have been unsuccessful due to funding not being available.

After a search by all departments involved, a suitable vehicle has been identified. A 2016 Freightliner M2 MPCT 20 bearing VIN FVACWDT3HHHV2279 from Summit Body Works. The cost of this vehicle is \$247,659.04. The Sandy Springs Police Department will purchase, own and maintain the vehicle pursuant to the attached MOU.

The cost of Command Vehicle will be divided between the departments based on the population of each city. Our portion of this cost will be \$41,916.29, which will be paid from local asset forfeiture funds by the police department.

### **RECOMMENDED ACTION**

Staff recommends the City approve the attached MOU and funding for the purchase of a Command Vehicle. The MOU has been reviewed by our City Attorney.

**DUNWOODY POLICE DEPARTMENT, JOHNS CREEK POLICE DEPARTMENT,  
BROOKHAVEN POLICE DEPARTMENT  
AND SANDY SPRINGS POLICE DEPARTMENT  
MEMORANDUM OF UNDERSTANDING FOR  
COMMAND VEHICLE FOR EMERGENCY OPERATIONS**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Dunwoody Police Department, the City of Johns Creek Police Department, the City of Brookhaven Police Department and the City of Sandy Springs Police Department (each a “Participating Agency”), to purchase a Command Vehicle for emergency operations and other appropriate uses.

**SECTION I  
AUTHORITY**

The designated representative identified below represents that he is duly authorized by his jurisdiction or Participating Agency to enter into this MOU on behalf of the Participating Agency.

**SECTION II  
PURCHASE OF COMMAND VEHICLE**

The Participating Agencies hereby approve and enter into this MOU pursuant to which the City of Sandy Springs Police Department will purchase a Command Vehicle for emergency and related operations for use by each Participating Agency pursuant to this MOU. The Command Vehicle purchased shall be a 2016 Freightliner M2 MPCT 20 bearing VIN FVACWDT3HHHV2279 pursuant to the Mobile Command Center Proposed Specifications, attached hereto and incorporated herein as **Exhibit A**. The total purchase price of the Command Vehicle is \$247,659.04. Title to the Command Vehicle shall be in the name of the City of Sandy Springs, and the City of Sandy Springs shall be the owner of the Command Vehicle.

**SECTION III  
COST SHARING**

Responsibility for the cost of the Command Vehicle shall be shared by the Participating Agencies based on each Participating Agency’s percentage of the total population of all the Participating Agencies combined. The current agreed percentages of population are as follows: 16.93% City of Dunwoody, 17.73% City of Brookhaven, 29.73% City of Johns Creek, and 35.63% City of Sandy Springs. Based on the stated percentages, the monetary responsibilities for the cost of the Command Vehicle shall be as follows:

City of Dunwoody:	\$41,916.29
City of Brookhaven:	\$43,897.56
City of Johns Creek:	\$73,616.65
City of Sandy Springs	\$88,228.53

As the owner of the Command Vehicle, the City of Sandy Springs shall be responsible for appropriate insurance and ongoing maintenance costs of the Command Vehicle. Upon

notification by the City of Sandy Springs of the purchase of the Command Vehicle, each Participating Agency shall pay to the City of Sandy Springs, within ten (10) days of such notification, its stated percentage of the cost as detailed above and in **Exhibit B**, attached hereto and incorporated herein by this reference.

If the Participating Agencies agree that a future improvement or modification should be made to the Command Vehicle, the cost of that modification or improvement shall be shared by the Participating Agencies based on each Participating Agency's percentage of the total population as detailed above and in **Exhibit B**.

#### **SECTION IV** **USE OF VEHICLE**

The City of Sandy Springs shall create a process by which each Participating Agency will have the opportunity to utilize the Command Vehicle on a first come/first serve basis, in a manner agreed by all Participating Agencies. If more than one Participating Agency requires the Command Vehicle at the same time, a priority basis determination shall be made by the City of Sandy Springs Chief of Police based on the reason for the need and flexibility of the timing of the need. In those circumstances, and only in those circumstances, the Participating Agency with top priority shall have the option to, upon completion of use, transfer the Command Vehicle to the Participating Agency with secondary priority without transferring the Command Vehicle back to the City of Sandy Springs. The Participating Agency with secondary priority shall return and sign back in the Command Vehicle to the City of Sandy Springs upon completion of use. The Participating Agency using the Command Vehicle shall return it to the City of Sandy Springs (or to a secondary priority Participating Agency in such circumstances) with a full tank of gasoline.

#### **SECTION V** **LIABILITY**

Each Participating Agency agrees to assume responsibility for the acts, omissions, or conduct of each of its employees, contractors, and agents while in use of the Command Vehicle for the duration of their use and until its return to the City of Sandy Springs. Under no circumstances shall any member of any Participating Agency be deemed to be an employee or agent of any of the other Participating Agencies.

#### **SECTION VI** **TERM**

This MOU shall be effective as of the date of signature of the last executing Participating Agency and applies equally to each Participating Agency. This MOU shall automatically be renewed by the parties on January 1 and each year thereafter on January 1 unless and until such time as written notice of termination or modification is received by the Participating Agencies as provided herein. The total term of this MOU shall not exceed fifty (50) years or the usable life of the Command Vehicle, whichever is shortest.

**SECTION VII**  
**TERMINATION**

A Participating Agency may terminate its participation in this MOU upon not less than ninety (90) days' written notice to the other Participating Agencies. Upon the running of ninety (90) days from such written notice, this MOU shall be terminated as to the Participating Agency providing notice of termination. The remaining Participating Agencies agree, upon termination, to share equally in paying the Terminating Participating Agency its percentage share of the fair market value of the Command Vehicle at that time.

If the Terminating Agency is the City of Sandy Springs Police Department, the City of Sandy Springs shall dispose of the Command Vehicle by auctioned sale unless one of the other Participating Agencies chooses to purchase said Command Vehicle. Any remaining Participating Agency desiring to continue to use the Command Vehicle for emergency and related operations shall enter into a memorandum of understanding for that purpose and shall tender its equal share in the purchase price to the purchasing Participating Agency.

**SECTION VIII**  
**ENTIRE AGREEMENT**

This MOU shall constitute the entire agreement between the parties hereto and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement executed by the Participating Agencies.

**SECTION IX**  
**MODIFICATION OR AMENDMENT**

Any Participating Agency may initiate a request for modification or amendment of this MOU in writing. Any such modification or amendment shall become a part of the MOU. All amendments shall either revise specific provisions of the MOU or shall provide for new provisions to become a part of the MOU. All other provisions of the MOU not otherwise affected shall remain in effect and unchanged.

**SECTION X**  
**SEVERABILITY**

If any part or provision of this MOU is determined to be invalid or unenforceable, the remaining parts or provisions of this MOU shall not be affected thereby and shall continue to be valid and enforceable and in full force and effect.

**IN WITNESS WHEREOF**, the Participating Agencies hereto cause these presents to be signed on the date specified.

Agreed to and acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Chief Ken DeSimone  
Sandy Springs Police Department

\_\_\_\_\_  
John McDonough  
Sandy Springs City Manager

\_\_\_\_\_  
Chief Ed Densmore  
Johns Creek Police Department

\_\_\_\_\_  
Warren Hutmacher  
Johns Creek City Manager

\_\_\_\_\_  
Chief Billy Grogan  
Dunwoody Police Department

\_\_\_\_\_  
Eric Linton  
Dunwoody City Manager

\_\_\_\_\_  
Chief Gary Yandura  
Brookhaven Police Department

\_\_\_\_\_  
Christian Sigman  
Brookhaven City Manager



## North Metro SWAT MPCT

2017 Freightliner M2 Multi-Purpose Command Transport 20

Vehicle	\$225,000.00
Change Order	\$ 8,373.00
Transwest Doc Fee's	\$ 195.00
<b>Total Vehicle Cost</b>	<b>\$236,011.00</b>
Extended Warranty (Chassis)	\$ 2,040.00
Delivery Fee*	\$ 2,443.00
Graphics Removal	\$ 875.00

*\*Delivery fee includes, driver, fuel, insurance, overnight accommodations, meals and return flight from nearest airport serving Denver*

**2016 Freightliner M2 MPCT 20 - VIN FVACWDT3HHHV2279**

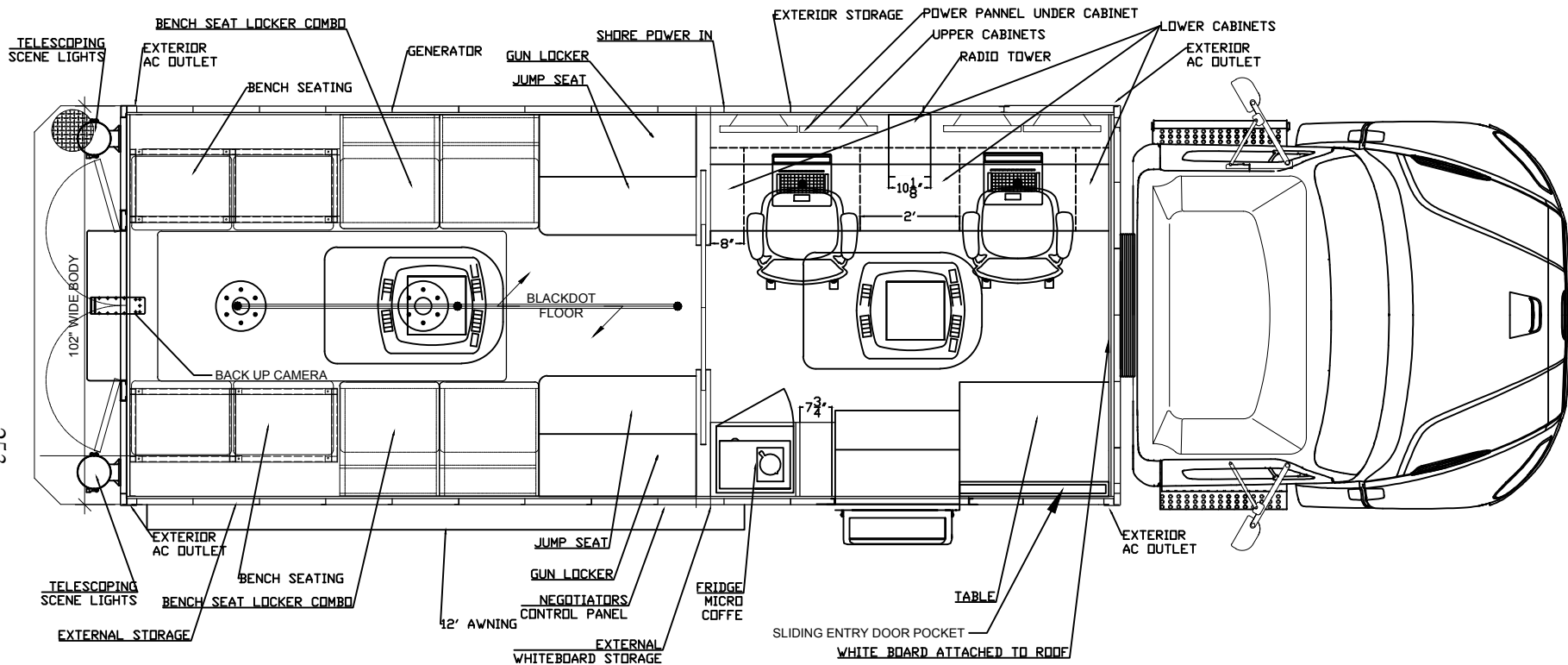
Base Price	\$225,000.00
Upgrades by Summit Bodyworks	\$8,373.00
Control Station Radios (2)	\$8,733.04
Remove Existing Wrap (Summit Bodyworks)	\$875.00
Delivery Fee	\$2,443.00
Document Fee	\$195.00
Extended Warranty	<u>\$2,040.00</u>
Total	<u>\$247,659.04</u>

COSS will incur the cost of vehicle graphics applied after delivery

**Shared cost of vehicle by population**

City	Percentage of total population	Cost per city
Sandy Springs	35.63%	\$ 88,228.53
John's Creek	29.73%	\$ 73,616.65
Brookhaven	17.73%	\$ 43,897.56
Dunwoody	16.93%	\$ 41,916.29
<b>Total Vehicle Cost</b>	<b>100.00%</b>	<b>\$247,659.04</b>

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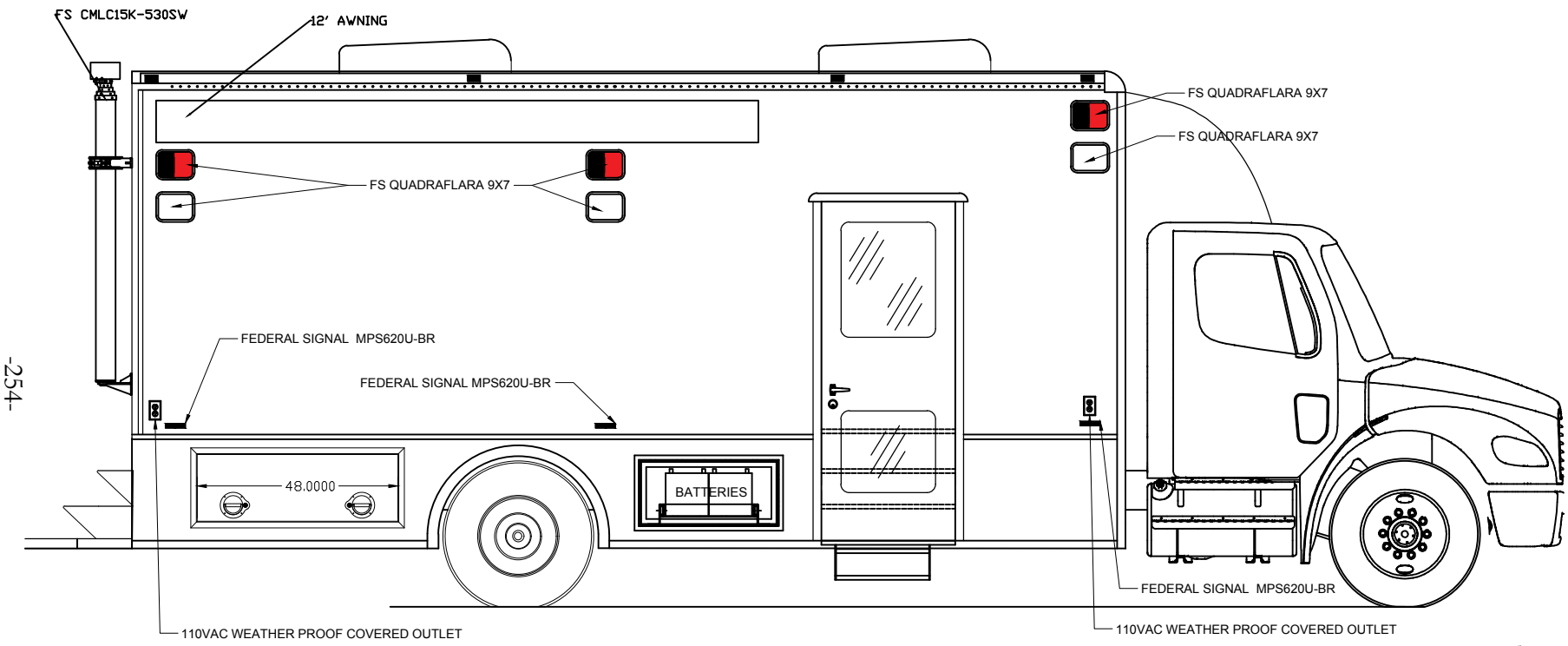


THIS DOCUMENT CONTAINS PROPRIETARY DATA OF SUMMIT BODYWORKS AND SHALL NOT BE USED FOR PURPOSES OTHER THAN THOSE AGREED UPON BETWEEN SUMMIT BODYWORKS AND ITS CUSTOMER AND THE INTENDED PROJECT THAT IT IS SUBMITTED FOR.

**SUMMIT BODYWORKS**

PROJECT	DEMO	CLIENT	SBW
DATE	5/20/2018	DESCRIPTION	20FT M2 RAPID DEPLOYMENT
BY	SBW - BDR	LOCATION	COMMAND CENTER
<b>SBW-1.0</b>			

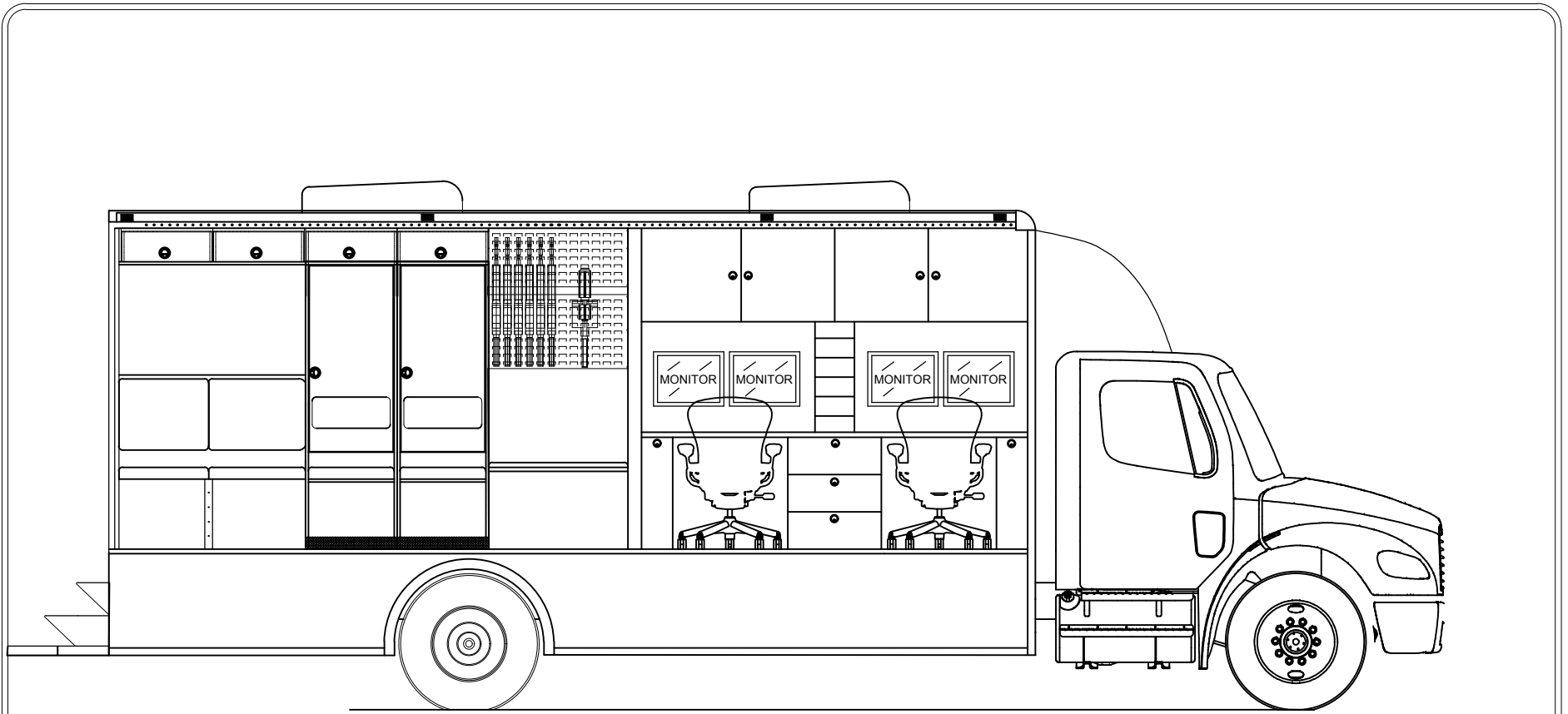


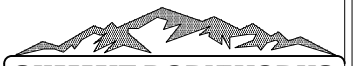


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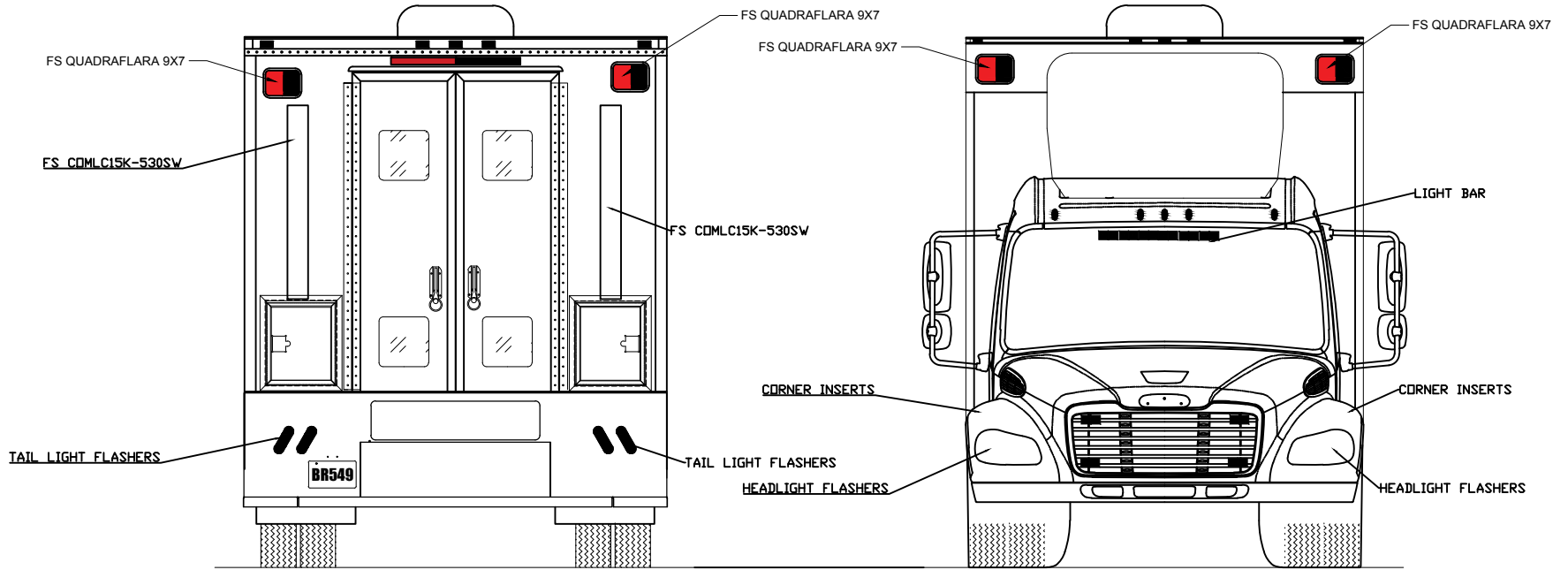
SUMMIT BODYWORKS	
DEMOS	SBW
X	
5/20/2016	20FT M2 RAPID DEPLOYMENT
SBW - BDR	PASSENGER EXTERIOR
SBW-1.1	

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 <b>SUMMIT BODYWORKS</b>	
DATE	SBW
DESCRIPTION	DEMO
DATE	5/20/2016
DESCRIPTION	1 20FT M2 RAPID DEPLOYMENT
DATE	SBW - BDR
DESCRIPTION	PASSENGER EXTERIOR
DATE	SBW-1.1

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REAR VIEW

FRONT VIEW

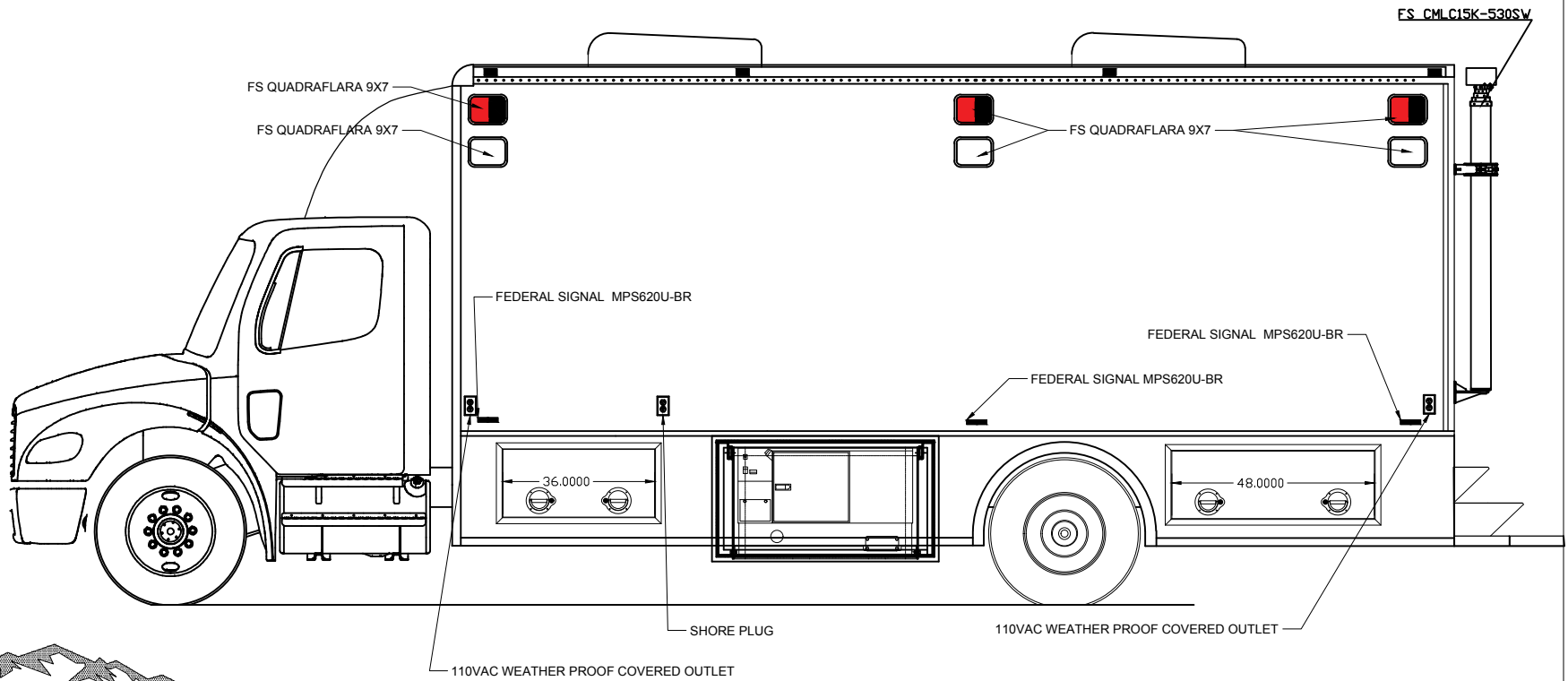
GENERAL INFORMATION

- MEDIUM-DUTY CAB CHASSIS
- 212 INCH WHEELBASE
- 28.0' OVERALL LENGTH
- 25,900LB GVWR
- 1,908 LINEAR INCHES SHELVING

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 <b>SUMMIT BODYWORKS</b>	
<b>BY #</b> BK MOBILE	<b>OFFICE</b> SANTA CRUZ, CA
<b>DATE</b> 5/27/2015	<b>DESCRIPTION</b> 18FT 102 M2
<b>BY</b> SBW	<b>EXTERIOR - FRONT - REAR</b>
<b>SBW-2.5</b>	

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SUMMIT BODY WORKS SBW DEMO	
FTL 20FT M2 RAPID DEPLOYMENT 5/20/2016	
PASSENGER EXTERIOR	SBW - BDR
<b>SBW-1.0</b>	

