



4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
dunwoodyga.gov | 678-382-6700

To: Mayor and City Council

Thru: Eric Linton, City Manager

From: John Gates, Purchasing Manager

Re: City Council Resolution to Authorize the Execution of a Memorandum of Understanding for a Shared Police SWAT Equipment Vehicle

Action

By Council Resolution, approve a Memorandum of Understanding by and between the Police Departments in the City of Dunwoody, City of Chamblee, City of Brookhaven, and City of Doraville ("Participating Agency") to purchase a SWAT Equipment Vehicle for emergency operations and other appropriate uses.

Summary

The Dunwoody Police Department is part of the North Metro SWAT (Special Weapons and Tactics) Team, which provides mutual support to one another in law enforcement and emergency operations. Participation in this initiative will significantly enhance the City of Dunwoody police department's operational readiness, improve response times, and provide critical support to police officers while leveraging regional resources to avoid duplicative expenditures. The Memorandum of Understanding outlines the purchase, ownership, proportionate cost sharing, and other collaborative responsibilities regarding the vehicle and management of its existence.

Details

The North Metro SWAT Team is a collective effort; however, it is not an established independent organization with its own purchasing authority. Therefore, each police department may assume the lead for various initiatives. In this case, the City of Brookhaven has lead responsibility for the purchase and management of the SWAT vehicle, under the collaborative guidance of the four participating police departments.

-
Lynn Deutsch Mayor

Eric Linton ICMA-CM City Manager

Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1

Rob Price City Council Post 2

Tom Lambert City Council Post 3

Stacey Harris City Council Post 4

Joe Seconder City Council Post 5

John Heneghan City Council Post 6



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The City of Brookhaven will develop a process for the use of the vehicle on a first-come, first-served basis and other protocols to ensure fair access and use by each of the participating cities.

The sharing of the SWAT vehicle shall not constitute the sharing of employees. Each city will be responsible for its actions, any errors and omissions, and the conduct of its employees, contractors, and agents while the vehicle is in use.

The Memorandum of Understanding will automatically renew each year, not to exceed fifty years or the vehicle's useable life. Further, any participating city may, upon proper notice, terminate its participation in the Memorandum of Understanding. In such a case, the remaining cities will provide a percentage share to buy out the departing city at the fair market value of the SWAT vehicle at that time. Also, should all the cities desire to terminate the Memorandum of Understanding at any time, the SWAT vehicle will be disposed of by an auction sale for market value or more and the proceeds from the sale will be divided by the same percentage that each city paid in its initial share, i.e., Dunwoody would receive 34% of the proceeds.

Cost Sharing Arrangement

The SWAT equipment vehicle is a 2022 Ford F600, which meets the SWAT Operations Specifications. The total price of the vehicle is \$197,236.00, and each city will pay a share of this price based on its percentage of the total population of the four cities. This cost sharing is shown below:

City	Percentage of Total Population	Share of Cost
Dunwoody	34%	\$67,060.24
Brookhaven	38%	\$74,949.68
Chamblee	21%	\$41,419.56
Doraville	7%	\$13,806.52

The City of Brookhaven shall be responsible for the appropriate insurance and maintenance costs of the vehicle.

-
Lynn Deutsch Mayor

Eric Linton ICMA-CM City Manager

Sharon Lowery CMC City Clerk

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Rob Price City Council Post 2

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Recommendation

This purchase and use partnership represents a strategic investment in public safety infrastructure. Dunwoody's participation in this initiative will significantly enhance our operational readiness, improve response times, and provide critical support to each city's policing, while leveraging regional resources to avoid duplicative expenditures.

Staff respectfully request that Council:

1. By the attached Council Resolution, approve the Memorandum of Understanding between the four participating cities.
2. Authorize staff to provide funding for the City of Dunwoody's share of the purchase of the vehicle; and
3. Authorize the City Manager to execute the necessary documents.

-
Lynn Deutsch Mayor
Eric Linton ICMA-CM City Manager
Sharon Lowery CMC City Clerk

Catherine Lautenbacher City Council Post 1
Rob Price City Council Post 2
Tom Lambert City Council Post 3

Stacey Harris City Council Post 4
Joe Seconder City Council Post 5
John Heneghan City Council Post 6

**DUNWOODY POLICE DEPARTMENT, CHAMBLEE POLICE DEPARTMENT, BROOKHAVEN
POLICE DEPARTMENT
AND DORAVILLE POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING FOR
SWAT EQUIPMENT VEHICLE FOR EMERGENCY OPERATIONS**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Dunwoody Police Department, the City of Chamblee Police Department, the City of Brookhaven Police Department and the City of Doraville Police Department (each a "Participating Agency"), to purchase a Swat Equipment 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 this MOU on behalf of the Participating Agency.

SECTION II

PURCHASE OF SWAT EQUIPMENT VEHICLE

The Participating Agencies hereby approve and enter this MOU pursuant to which the City of Brookhaven Department will purchase a Swat Equipment Vehicle for emergency and related operations for use by each Participating Agency pursuant to this MOU. The Swat Equipment Vehicle purchased shall be a 2022 Ford F600 bearing VIN 1FDF6LT7NDA03748 pursuant to the Swat Operations Proposed Specifications, attached hereto and incorporated herein as **Exhibit A**. The total purchase price of the Swat Equipment Vehicle is \$197,236.00. Title to the Swat Equipment Vehicle shall be in the name of the City of Brookhaven, and the City of Brookhaven shall be the owner of the Swat Vehicle.

SECTION III

COST SHARING

Responsibility for the cost of the Brookhaven 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: 34% City of Dunwoody, 38% City of Brookhaven, 21% City of Chamblee, and 7% City of Doraville. Based on the percentages stated, the monetary responsibilities for the cost of the Swat Vehicle shall be as follows:

City of Dunwoody:	\$67,060.24
City of Brookhaven:	\$74,949.68
City of Chamblee:	\$41,419.56
City of Doraville:	\$13,806.52

As the owner of the Swat Equipment Vehicle, the City of Brookhaven shall be responsible for appropriate insurance and ongoing maintenance costs of the Swat Vehicle. Upon notification by the City of Brookhaven of the purchase of the Swat Vehicle, each Participating Agency shall pay to the City of Brookhaven, 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 Swat Equipment 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 Brookhaven shall create a process by which each Participating Agency will have the opportunity to utilize the Swat Equipment Vehicle on a first come/first serve basis, in a manner agreed by all Participating Agencies. If more than one Participating Agency requires the Swat Vehicle at the same time, a priority basis determination shall be made by the City of Brookhaven 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 Swat Equipment Vehicle to the Participating Agency with secondary priority without transferring the Swat Equipment Vehicle back to the City of Brookhaven. The Participating Agency with secondary priority shall return and sign back in the Swat Equipment Vehicle to the City of Brookhaven upon completion of use. The Participating Agency using the Swat Equipment Vehicle shall return it to the City of Brookhaven (or to a secondary priority Participating Agency in such circumstances) with a full tank of fuel.

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 Swat Equipment Vehicle for the duration of their use and until its return to the City of Brookhaven. 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 running the ninety (90)

days from such written notice, this MOU shall be terminated as 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 Swat Equipment Vehicle at that time.

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

If all participating agencies wish to dissolve the MOU, the Swat Equipment Vehicle will be disposed of by auctioned sale at fair market value. The proceeds from the sale of the Command Vehicle will be divided between the participating agencies based on the formula used to purchase the vehicle.

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 here to cause these presents to be signed on the date specified.

Agreed to and acknowledged this 17th day of June, 2025.

Chief Michael Dieppa
Chamblee Police Department


Kristen Gorham
Chamblee City Manager

Chief C.D. Atkinson
Doraville Police Department

Chris Eldridge
Doraville City Manager

Chief Mike Carlson
Dunwoody Police Department

Eric Linton
Dunwoody City Manager



Chief Brandon Gurley
Brookhaven Police Department



Christian Sigman
Brookhaven City Manager



STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF BROOKHAVEN

RES 2025-06-06

**RESOLUTION TO AUTHORIZE EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR
A SHARED SWAT EQUIPMENT VEHICLE**

WHEREAS: The City of Brookhaven, Georgia (hereinafter, the "City") was duly incorporated on December 17, 2012; and

WHEREAS: The City of Brookhaven Police Department is an active member of the North Metro SWAT unit, a regional team that provides tactical response capabilities in partnership with neighboring jurisdictions; and

WHEREAS: The Cities of Brookhaven, Dunwoody, Chamblee, and Doraville have recognized the mutual need for a shared SWAT Equipment Vehicle to support emergency operations and tactical deployments; and

WHEREAS: A Memorandum of Understanding (MOU) has been prepared outlining the shared cost, ownership, and use agreement for the acquisition of a 2022 Ford F600 SWAT Equipment Vehicle, with the City of Brookhaven acting as the purchasing and owning agency; and

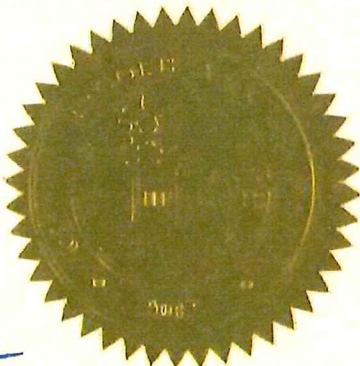
WHEREAS: The MOU establishes responsibilities for vehicle maintenance, cost-sharing based on population percentage, procedures for use, and terms for continuation or termination of the agreement; and

WHEREAS: The Mayor and City Council desire to formally authorize the City Manager, Christian Sigman, and the Chief of Police, Brandon Gurley, to execute the MOU and any related documents to enter into this interagency partnership.


NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Brookhaven that the City of Brookhaven is hereby authorized to enter into an agreement with the Cities of Dunwoody, Chamblee, and Doraville to participate in the shared purchase and use of a SWAT Equipment Vehicle.

BE IT FURTHER RESOLVED: The City Council grants and delegates authority to the City Manager, or their designee, to sign any agreement and purchase order for the acquisition of the North Metro SWAT vehicle.

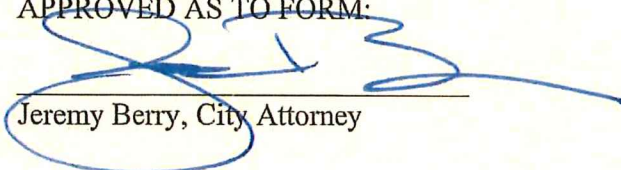
SO RESOLVED AND EFFECTIVE, this the 17th day of June 2025.



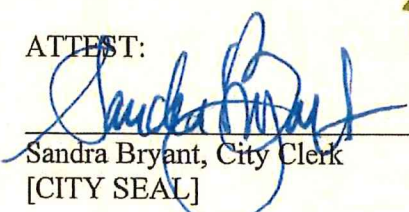
APPROVED:


John Park
Mayor

APPROVED AS TO FORM:


Jeremy Berry, City Attorney

ATTEST:


Sandra Bryant, City Clerk
[CITY SEAL]

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2025-XX-XX

**A RESOLUTION TO AUTHORIZE EXECUTION OF A MEMORANDM OF
UNDERSTANDING (MOU) FOR A SHARED SWAT EQUIPMENT VEHICLE**

WHEREAS, the City of Dunwoody Police Department is an active member of the North Metro SWAT Unit, a regional team that provides tactical response capabilities in partnership with neighboring jurisdictions; and

WHEREAS, the Police Departments of the cities of Brookhaven, Dunwoody, Chamblee, and Doraville have recognized the mutual need for a shared SWAT Equipment Vehicle to support emergency operations and tactical deployments; and

WHEREAS, a Memorandum of Understanding (MOU) has been prepared outlining the shared cost, ownership, and use agreement for the acquisition of a 2022 Ford F600 SWAT Equipment Vehicle, with the City of Brookhaven acting as the purchasing and owning agency; and

WHEREAS, the MOU establishes responsibilities for vehicle maintenance, cost-sharing based on population percentage, procedures for use, and terms for continuation or termination of the agreement; and

WHEREAS, the Mayor and City Council desire to formally authorize the City Manager and the Police Chief to execute the MOU and any related documents to enter into this interagency partnership; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Dunwoody that the City of Dunwoody is hereby authorized to enter into an agreement with the cities of Brookhaven, Chamblee, and Doraville to participate in the shared purchase and use of a SWAT Equipment Vehicle.

BE IT FURTHER RESOLVED: the Mayor and City Council grant and delegate authority to the City Manager to pay to the City of Brookhaven the City of Dunwoody's share for the acquisition of the North Metro SWAT vehicle.

CITY OF DUNWOODY, GEORGIA

Approved:

Attest:

Lynn P. Deutsch, Mayor

Sharon Lowery, City Clerk
(SEAL)