



## CITY OF DUNWOODY

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### MEMORANDUM

**To:** Honorable Mayor and City Council  
**From:** Billy Grogan, Chief of Police  
**CC:** Warren Hutmacher, City Manager  
**Date:** December 14, 2009  
**Item:** **Georgia Perimeter College & City of Dunwoody Mutual Aid Agreement**

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#### ***Background:***

Currently, the City of Dunwoody does not have a mutual aid agreement signed between Georgia Perimeter College and the City of Dunwoody in case of a local emergency or for extraterritorial assistance as outlined by Georgia Code 36-69-1.

#### ***Discussion:***

It is important that the City of Dunwoody have a mechanism in place to request police assistance from Georgia Perimeter College should the need arise. It is also important to have this mechanism in place should Georgia Perimeter College need our assistance as well. Georgia Code 36-69-1 outlines the standards of this agreement. The City Manager and staff have met with representatives of Georgia Perimeter College and they are supportive of this agreement also. This agreement has been reviewed by our City Attorney as well.

#### ***Staff Recommendation:***

I recommend the City of Dunwoody sign the attached Mutual Aid Agreement with Georgia Perimeter College.

## **MUTUAL AID AGREEMENT**

### **COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT**

#### **BETWEEN THE DUNWOODY POLICE DEPARTMENT AND THE**

#### **GEORGIA PERIMETER COLLEGE POLICE DEPARTMENT OF THE STATE OF GEORGIA**

### **WITNESSETH**

**WHEREAS**, the jurisdictions of the Dunwoody Police Department and the Georgia Perimeter College Police Department are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including but not limited to emergencies as defined under OCGA 36-69-2 and (2) continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and

**WHEREAS**, the Dunwoody Police Department and the Georgia Perimeter College Police Department have the authority under OCGA 36-69-3: (1) enter into a requested operational assistance agreement for the purpose of requesting and rendering of assistance in law enforcement intensive situations and emergencies, and (2) enter into a voluntary cooperation agreement of a routine law enforcement nature that crosses jurisdictional lines;

**NOW, THEREFORE**, the parties agree as follows:

#### **I. PROVISIONS FOR OPERATIONAL ASSISTANCE**

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include but not necessarily be limited to dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or manmade disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

#### **II. PROVISIONS FOR VOLUNTARY COOPERATION**

A. In addition, each of the aforesaid law enforcement agencies hereby approves and enters into this agreement whereby each may: request and render law enforcement assistance to the other in dealing with any violation of Georgia Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, accidents involving motor vehicles, and violations of the Georgia Uniform Traffic Law, providing backup services during patrol activities, and participating in inter-agency task forces and/or joint investigations.

#### **III. POLICY AND PROCEDURE**

A. If a party to this agreement needs assistance as set forth above, it shall notify the agency head or designee of the agency from which such assistance is required. The agency head or designee shall evaluate the situation and the agency's available resources, consult with his or her supervisors if necessary and respond in a manner deemed appropriate. The agency head's or designee's decision in this regard shall be final.

B. The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head or

designee. Such supervising officer shall be under the direct supervision and command of the agency head or designee of the agency requesting assistance.

#### **IV. AUTHORITY, PRIVILEGES, IMMUNITIES, AND COSTS**

- A. Authority of law enforcement officers operating pursuant to this agreement:
1. Members of the Dunwoody Police Department actually engaging in mutual cooperation and assistance on the campus of Georgia Perimeter College are operating in the City of Dunwoody and maintain all authority.
  2. Members of the Georgia Perimeter College Police Department actually engaging in mutual cooperation and assistance outside of the jurisdictional limits of their agency under the terms of this agreement, shall, pursuant to the provisions of OCGA 36-69-4 have the same powers, duties, rights, responsibilities, privileges and immunities as if they were performing their duties in the jurisdiction in which they are normally employed.
  3. If a violation of Georgia Statutes occurs in the presence of said officers representing their respective agencies in furtherance of this agreement, they shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
  4. If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the Dunwoody Police Department, and within the concurrent jurisdiction of the Georgia Perimeter College Police Department, said officer shall be empowered to take appropriate enforcement action including, but not limited to, arrest or citation of the suspect(s).
  5. If a felony, misdemeanor, or criminal traffic violation occurs in the presence of an officer of the Georgia Perimeter College Police Department, while outside his or her jurisdiction but within the City, said officer shall be empowered to take appropriate action including, but not limited to, arrest or citation of a suspect, if the officer is engaged in a close and continuous pursuit or has been contemporaneously requested to render aid or assistance by an officer of the Dunwoody Police Department.
  6. If an officer of the Georgia Perimeter College Police Department is investigating a felony which has occurred within his or her jurisdiction and has probable cause to arrest a suspect for a felony and the suspect is now located outside the officer's jurisdiction, but within the City, the officer shall request a Dunwoody Police Department officer for assistance.

7. Nothing shall prevent an officer of the Georgia Perimeter College Police Department from stopping and detaining a person who commits an observed motor vehicle violation or misdemeanor on college property for the purpose of issuing a citation or summons if the suspect is stopped immediately upon exiting the campus. If a custodial arrest off campus grounds is required, the Dunwoody Police Department shall be contacted as soon as possible for assistance.
- B. Each party agrees to furnish necessary equipment, resources and facilities, and to render services to the other as set forth above; however, no party shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing mutual aid.
- C. The agency furnishing any equipment pursuant to this agreement shall bear the loss or damage to such equipment and shall pay any expenses incurred in the operation and maintenance thereof.
- D. The agency furnishing aid pursuant to this section shall compensate its employees during the time such aid is rendered and shall defray the actual travel maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
- E. All provision and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees or any such agency when performing their respective functions within the territorial limits of their respective public agency shall apply to them to the same degree, manner, and extent while engaged in the performance of any of their functions and duties extra-territorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.
- F. Georgia Perimeter College Police Department agree to return all Georgia Uniform Traffic Citations to the City of Dunwoody Municipal Court.

**V. INDEMNIFICATION**

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees with respect to any suit or claim for damages resulting from any and all acts, omissions, or conduct of such party's own employees occurring while engaging in rendering such aid pursuant to this agreement, to hold harmless, defend and indemnify the other participating party and its appointees or employees, subject to any legal limitations, where applicable, and provided such party shall have control of the defense of any suit or claim to which said duty to indemnify applies.

**VI. INSURANCE**

Each party shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(15)(a), F.S., in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed; provided however, should the insurance coverage of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

**VII. EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until (enter date) unless terminated prior thereto by any or all of the parties herein.

**VIII. CANCELLATION**

This agreement may be canceled by either party upon delivery of written notice to the other party and such agreement shall be terminated 60 days after receipt of this notice.

**WHEREFORE**, the parties hereto cause these presents to be signed in the \_\_\_\_ day of \_\_\_\_\_, 2009.

City of

Recommended

\_\_\_\_\_  
City Manager/Mayor

\_\_\_\_\_  
Signature of City Chief of Police

Georgia Perimeter College

\_\_\_\_\_  
Signature of Chair person

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Signature of ABC College Chief of Police

