



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Billy Grogan, Chief of Police  
**Date:** December 12, 2022

**Subject: Discussion of Approval of Mutual Aid Agreement between Georgia State University and the City of Dunwoody**

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### **ACTION**

Authorize the mayor, city manager, or designee to sign the Mutual Aid Agreement between Georgia State University and the City of Dunwoody.

### **BACKGROUND/SUMMARY**

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. Once the Dunwoody campus fell under Georgia State University, the agreement was updated in June of 2016. Georgia State University is requesting that this agreement be updated again.

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.

### **RECOMMENDATION**

Staff recommends the City Council approve the MOU and authorize the mayor, city manager, or designee sign it. The MOU has been reviewed by legal and is subject to final legal review.

**Memorandum of Understanding  
Extraterritorial Assistance**

This Memorandum of Understanding (hereinafter referred to as "MOU") by and between the City of Dunwoody Police Department and Georgia State University, an institution within the University System of Georgia and the Board of Regents for the University System of Georgia becomes effective with the signatures of both parties. This mutual agreement is to remain effective until terminated by Georgia State University Police Department and the City of Dunwoody Police Department. **The City of Dunwoody Police Department** and the **Georgia State University Police Department** 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.

I. Purpose

WHEREAS 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 the **Georgia State University Police Department** 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 University Police Department** 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 University** 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 University Police Department** with the approval of the President of **Georgia State University**, 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 University** 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 the **Chief of Police** of **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.)

II. 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 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**

\_\_\_\_\_  
 Lynn Deutsch, Mayor      Date

  
 \_\_\_\_\_  
 M. Brian Blake, President      Date

\_\_\_\_\_  
 Print Name

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

\_\_\_\_\_  
 Secretary to the Board      Date

\_\_\_\_\_  
 Print Name