

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANDY SPRINGS AND THE CITY OF BROOKHAVEN TO
PROVIDE FOR COORDINATION OF ACTIVITIES OF OFF-DUTY POLICE
OFFICERS DURING THE I-285/GA400 INTERCHANGE IMPROVEMENT PROJECT**

WHEREAS, in January of 2017, City Council approved a Memorandum of Understanding between the City of Sandy Springs and the City of Dunwoody (“Dunwoody MOU”) to provide for coordination of off-duty police officers from Sandy Springs and Dunwoody to provide increased traffic safety and control for the project known as the I-285/GA 400 Interchange Improvement Construction Project (“Project”); and

WHEREAS, under the Dunwoody MOU, Sandy Springs is designated to coordinate the contracting of off-duty police officers for the Project; and

WHEREAS, as the Project has progressed, Sandy Springs has determined that there is a need for additional off-duty police officers beyond the capacity of Sandy Springs and Dunwoody to provide safety and control for the Project; and

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

WHEREAS, the Contractor desires to engage additional off-duty police officers from the City of Brookhaven and Brookhaven desires to provide off-duty police officers to assist in traffic safety and control for the duration of the Project; and

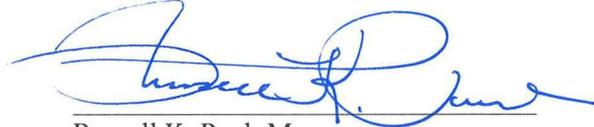
WHEREAS, Sandy Springs and Brookhaven desire to enter into the attached Memorandum of Understanding (“Brookhaven MOU”) to set forth the understandings and agreements of the parties with respect to coordination of Brookhaven off-duty police officers to work for the Contractor at the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA, as follows:

1. The MOU is approved in substantially the form attached hereto as Exhibit “A”; and
2. The City Manager and the Police Chief are hereby authorized to execute the Brookhaven MOU, subject to approval of the City Attorney; and
3. The City Manager and City Attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

RESOLVED this the 7th day of August, 2018.

Approved:



Russell K. Paul, Mayor

Attest:



Michael D. Casey, City Clerk

(Seal)



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANDY SPRINGS AND
THE CITY OF BROOKHAVEN**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2018, by and between the City of Sandy Springs for the Sandy Springs Police Department ("SSPD") and the City of Brookhaven for the Brookhaven Police Department ("BPD").

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 the City of Sandy Springs ("Sandy Springs") adjoining the City of Brookhaven ("Brookhaven"); 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 BPD to provide traffic safety and control for the duration of the Project; and

WHEREAS, Sandy Springs and Brookhaven desire to permit off-duty police officers from SSPD and BPD 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 BPD 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 BPD 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 BPD 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 BPD 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 BPD 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 BPD 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 BPD 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 BPD 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 BPD, Sandy Springs and Brookhaven. 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

BROOKHAVEN POLICE DEPARTMENT

BROOKHAVEN CITY MANAGER

Chief Gary Yandura

Christian Sigman