

**A RESOLUTION BY:
PUBLIC SAFETY AND LEGAL ADMINISTRATION**

13- R -0121

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FULTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF ESTABLISHING A MUTUAL RESPONSIBILITY DURING A LAW ENFORCEMENT EMERGENCY ON BEHALF OF THE CITY OF ATLANTA DEPARTMENT OF CORRECTIONS; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with the City of Atlanta ("City") Article II, Section 50-30; Fulton County Code Section 114-37; Georgia Emergency Management Act of 1950, as amended (Public Law 81-920); and Presidential Directive 67, the Department of Corrections ("DOC") is required to maintain a memorandum of understanding ("MOU") for relocation of staff and inmates to an alternate facility during a disaster or national emergency; and

WHEREAS, the DOC has essential operations and functions that must be performed, or rapidly and efficiently resumed, during a disaster or national emergency; and

WHEREAS, the DOC, along with its officials, department, agencies, and other governmental entities, have prepared a comprehensive and effective Continuity of Operations/Continuity of Government Plan to ensure that essential operations can be performed during an emergency situation that may disrupt normal operations; and

WHEREAS, the DOC, desires to enter into a MOU with the Fulton County Sheriff's Office for the purpose of establishing reciprocal responsibility during law enforcement emergencies when one agency requests resources from the other; and

WHEREAS, both agencies commit to provide assistance in the event of an emergency situation which necessitates the immediate allocation of additional resources beyond the normal capacity of either agency to the extent feasible; and

WHEREAS, mutual aid rendered pursuant to this agreement is based upon a clear and present need of the requesting agency for logistical support, weapons, ammunition, chemical agents, routine duties or functions, emergency transportation, detention, medical support, external hostage negotiation, disturbance control quads, special operations response teams and training facilities; and

WHEREAS, the term of this MOU is for a period of five (5) years, unless otherwise amended or renewed by further action of City Council.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is hereby authorized to execute, on behalf of the City, Department of Corrections, a MOU with the Sheriff of Fulton County at no cost to the City, in order to establish mutual responsibilities during a law enforcement emergency.

BE IT FURTHER RESOLVED, that the City Attorney, or his or her designee is hereby authorized to prepare the MOU for execution by the Mayor.

BE IT FINALLY RESOLVED, that the MOU shall not become binding upon the City and the City shall incur no obligation or liability there under until same has been approved by the City Attorney as to form, signed by the Mayor, and attested to by the municipal clerk, and delivered to the Fulton County Sheriff's Office.

Sheriff Theodore Jackson
Fulton County Sheriff's Office
185 Central Avenue S.W.
Atlanta, Georgia 30303

Chief Patrick Labat
Department of Corrections
254 Peachtree Street S. W.
Atlanta, Georgia 30303

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING AND AGREEMENT **Between the Sheriff of Fulton County and the** **The City of Atlanta Department of Corrections**

I. PURPOSE

This Memorandum of Understanding (MOU) and Agreement between the Fulton County Sheriff's Office and City of Atlanta Detention Center establishes the mutual responsibilities of each organization during law enforcement emergencies when one agency requests resources from the other.

II. DEFINITIONS

For the purposes of this MOU, a "law enforcement emergency" means an unusual situation which requires law enforcement intervention, and which is, or which threatens to be, of serious proportions, and either agency's resources are inadequate to protect the lives and property of citizens or to enforce the criminal laws in a situation identified as requiring prompt attention.

III. STATEMENT OF RECIPROCITY

The following document provides guidelines by which the Fulton County Sheriff's Office and the City of Atlanta Detention Center may provide reciprocal assistance to the other agency during an emergency. Both agencies commit to providing the referenced assistance in the event of an emergency situation which necessitates the immediate allocation of additional resources beyond the normal capacity of either agency to the extent feasible.

IV. REQUESTS FOR ASSISTANCE

The agency heads or their designees will be responsible for personally requesting and authorizing emergency assistance pursuant to this agreement. Mutual aid rendered pursuant to this agreement is based upon a clear and present need of the requesting agency.

- 1. Logistical Support:** During law enforcement emergencies, either party may provide the other with emergency supplies such as blankets, food, clothing, medical supplies, machinery, vehicles, and other emergency mechanical equipment. Personnel from the lending agency will normally be utilized to operate all equipment, machinery, and vehicles that are made available to the receiving agency unless the receiving agency has indicated its personnel are competent to use such equipment, machinery, and vehicles.

Use of any and all supplies, equipment, machinery, and vehicles will be provided to the receiving agency only until the emergency situation is controlled and the public safety is no longer endangered.

- 2. Weapons, Ammunition, and Chemical Agents:** Due to limited available resources available at either facility, and the need for each institution to consistently maintain the security and good order of its inmate population, the parties will not ordinarily request the other to provide emergency assistance in the form of weapons, ammunition, or chemical agents except in the most extreme emergency situations in which all other possible sources of assistance have been exhausted. In these situations, either party may provide the other with weapons, ammunition, and chemical agents. The parties agree that only those personnel of the receiving agency who are competent and qualified in the use of weapons, ammunition, and chemical agents will be permitted to utilize loaned weapons, ammunition, or chemical agents.
- 3. Routine Duties or Functions:** When requested, staff of one agency may be used to support or replace the other agency's staff during long term emergency situations in a support role. This assistance may include manning command posts, victim/family support, mental health experts, or other support functions in order to permit the receiving agency's staff to perform primary law enforcement duties for the duration of the emergency situation.
- 4. Emergency Transportation:** Either agency may provide, as available, four (4) 40 passenger prison buses and four (4) 10 passenger escort vans for the purpose of transporting inmates. Qualified staff from the lending agency will be assigned as drivers for all loaned vehicles. Sufficient qualified staff must be assigned from the receiving agency to provide and maintain security on board each vehicle. The lending agency will not be considered to have assumed custody of inmates that are being transported in vehicles provided by the lending agency.
- 5. Detention:** Either agency may take inmates from the other agency's facility(s) into custody. Detention of inmates will be contingent upon the conclusion of the emergency situation or until arrangements have been made for the transportation of the inmates who are temporarily detained to an alternate facility. Inmates may also be temporarily detained on board transport vehicles, buses or vans, for expedited transportation to another facility.

6. **Medical Support:** Either agency may provide qualified medical personnel as a support element in the event of a serious law enforcement emergency. This assistance may include the use of medical equipment and supplies if warranted.
7. **External Hostage Negotiation:** Either agency may provide the other with the services of trained and qualified hostage negotiators to furnish assistance in the form of background guidance and consultation. Each agency's staff will be encouraged to participate in scheduled training and mock exercises in order to become familiar with negotiators and equipment as well as build agency rapport.
8. **Disturbance Control Squads and Special Operations Response Teams:** Either agency may provide trained Hostage Negotiators, Disturbance Control Teams (D.C.T.) or a Special Operations Response Teams (S.O.R.T.) to provide assistance to or to supplement the other agency's personnel if law enforcement emergency situation warrants. Each agency's staff will be encouraged to participate in scheduled training and mock exercises in order to become familiar with staff and equipment as well as build agency rapport.
9. **Training Facilities:** Either agency may allow the other agency to use its training facilities and audio/visual equipment to conduct training sessions, and to participate in mutually beneficial law enforcement training. Fulton County Sheriff's Office Training facilities available include a training center with classroom and firing range. Requests for use of training facilities or for participation in mutual training exercises or exercises will be evaluated on a case-by-case basis, taking into account the specifics of each individual request.

V. **METHODS OF REQUESTING ASSISTANCE**

Under normal operating conditions, or when anticipated, any request for assistance pursuant to this MOU will be made in writing at least three (3) days in advance. In case of an emergency, a telephonic request may be made.

VI. **FINANCIAL REIMBURSEMENT**

The requesting agency will reimburse the lending agency for all supplies and equipment expended and/or damaged. The receiving agency may procure replacement supplies or equipment and transfer same to the lending agency, or may make monetary reimbursement in the amount of the lending agency's replacement cost. The requesting agency will reimburse the lending agency for salary and benefits of all personnel from the lending agency directly utilized to

assist with the emergency situation. The compensation will be based upon the affected employees' regular salary schedule.

VII. TERM OF THE AGREEMENT

This MOU will become effective upon the date of signature of all parties and will be in effect for a period of five years (5) from the date of all signatures from all parties. The parties will review this agreement annually. This MOU may be modified by the written agreement of both parties. This MOU may be terminated immediately by either party via written notice to the other.

VIII. NO RIGHTS IN THIRD PARTIES

The mutual agreement reflected in this document is for the benefit of the participating entities only. Nothing contained herein shall be deemed to create any rights in any third party, nor any legally enforceable obligation or standard of care other than between the parties.

IX. CHAIN OF COMMAND

If either agency requests assistance as provided in Paragraph IV, 8 above, the requesting agency will designate an incident commander who will serve as Officer in Charge. The lending agency's supervisors will take direction from the incident commander. The lending agency's supervisors will be expected to consult with their agency's chain of command in the event a direction from the incident commander would require action contrary to their agency's policies and procedures.

SIGNATURE ON FOLLOWING PAGE

The Parties, by authorized representatives, have executed this agreement as of the Effective Date.

City of Atlanta

Fulton County Sheriff's Office

Mayor

By: _____

Name: _____

Municipal Clerk (Seal)

Title: _____

Approved:

Department of Corrections

Chief Procurement Officer

Approved as to form:

City Attorney

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Yolonda Paschall

Contact Number: 404-865-8024

Originating Department: Department of Corrections – Office of the Chief

Committee(s) of Purview: PUBLIC SAFETY AND LEGAL ADMINISTRATION

Anticipated Committee Meeting Date(s): February 12-13, 2013

Anticipated Full Council Date: February 18, 2013

Commissioner Signature:

Chief [Signature]

Legislative Counsel's Signature:

Chief Procurement Officer Signature:

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FULTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF ESTABLISHING A MUTUAL RESPONSIBLITY DURING A LAW ENFORCEMENT EMERGENCY ON BEHALF OF THE CITY OF ATLANTA DEPARTMENT OF CORRECTIONS; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 1.11.2013
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: PUBLIC SAFETY AND LEGAL ADMINISTRATION

Caption:

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AND EXECUTE AMEMORANDUM OF UNDERSTANDING WITH THE FULTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF ESTABLISHING A MUTUAL RESPONSIBLIITY DURING A LAW ENFORCEMENT EMERGENCY ON BEHALF OF THE CITY OF ATLANTA DEPARTMENT OF CORRECTIONS; AND FOR OTHER PURPOSES.

Council Meeting Date: February 18, 2013

Requesting Dept.: Corrections

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The Department of Corrections, desires to enter into a MOU with the Fulton County Sheriff's Office for the purpose of establishing reciprocal responsibility during law enforcement emergencies when one agency requests resources from the other.

Both agencies commit to provide assistance in the event of an emergency situation which necessitates the immediate allocation of additional resources beyond the normal capacity of either agency to the extent feasible;

2. Please provide background information regarding this legislation.

In accordance with the City of Atlanta ("City") Article II, Section 50-30; Fulton County Code Section 114-37; Georgia Emergency Management Act of 1950, as amended (Public Law 81-

920); and Presidential Directive 67, the Department of Corrections (“DOC”) is required to maintain a memorandum of understanding (“MOU”) for relocation of staff and inmates to an alternate facility during a disaster or national emergency;

The DOC, along with its officials, department, agencies, and other governmental entities, have prepared a comprehensive and effective Continuity of Operations/Continuity of Government Plan to ensure that essential operations can be performed during an emergency situation that may disrupt normal operations

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:** Memorandum of Understanding

(c) **Bids/Proposals Due:** N/A

(d) **Invitations Issued:** N/A

(e) **Number of Bids:** N/A

(f) **Proposals Received:** N/A

(g) **Bidders/Proponents:** N/A

(h) **Term of Contract:**

4. Fund Account Center (Ex. Name and number): N/A

5. Source of Funds: N/A

6. Fiscal Impact: N/A

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Yolonda Paschall, Administrative Analysis Principle

**Department of Procurement
Legislative Summary**

Committee of Purview: Public Safety and Legal Administration

Caption: A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FULTON COUNTY SHERIFF'S OFFICE FOR THE PURPOSE OF ESTABLISHING A MUTUAL RESPONSIBLIITY DURING A LAW ENFORCEMENT EMERGENCY ON BEHALF OF THE CITY OF ATLANTA DEPARTMENT OF CORRECTIONS; AND FOR OTHER PURPOSES.

Council Meeting Date: February 18, 2013

Legislation Title: Fulton County Sheriff's Office

Requesting Dept.: Corrections

Contract Type: Memorandum of Understanding

Source Selection:

Bids/Proposals Due: N/A

Number of Proposals Received: N/A

Bidders/Proponents:

Justification Statement: The Department of Corrections, desires to enter into a MOU with the Fulton County Sheriff's Office for the purpose of establishing reciprocal responsibility during law enforcement emergencies when one agency requests resources from the other

Both agencies commit to provide assistance in the event of an emergency situation which necessitates the immediate allocation of additional resources beyond the normal capacity of either agency to the extent feasible;

Background: In accordance with the City of Atlanta ("City") Article II, Section 50-30; Fulton County Code Section 114-37; Georgia Emergency Management Act of 1950, as amended (Public Law 81-920); and Presidential Directive 67, the Department of Corrections ("DOC") is required to maintain a memorandum of understanding ("MOU") for relocation of staff and inmates to an alternate facility during a disaster or national emergency;

The DOC, along with its officials, department, agencies, and other governmental entities, have prepared a comprehensive and effective Continuity of Operations/Continuity of Government Plan to ensure that essential operations can be performed during an emergency situation that may disrupt normal operations

Fund Account Center: N/A
Source of Funds: N/A
Fiscal Impact: N/A
Term of Contract: Five (5) years.

Approvals:

DOF: YES
DOL: YES

Prepared By: Yolonda Paschall
Contact Number: x8024