

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

Chief Wanda Y. Dunham
MARTA Police Department
2424 Piedmont Road N.E.
Atlanta, Georgia 30324

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING AND AGREEMENT Between the Sheriff of Fulton County and MARTA Police Department

I. PURPOSE

This Memorandum of Understanding and Agreement ("MOU" or "Agreement") between the Fulton County Sheriff's Office and MARTA Police Department establishes the mutual privileges and responsibilities of each organization during law enforcement emergencies when one agency requests resources from the other. This MOU is made pursuant to the authority granted under the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3, Article IX, Section III, Paragraph 1, and O.C.G.A. § 36-69-1, et. seq. – "The Georgia Mutual Aid Act."

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 MARTA Police Department 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. COMPENSATION

No party to this MOU will be required to pay any compensation to any other party under this Agreement for services or goods rendered pursuant to this Agreement. The mutual advantage and protection afforded by this MOU is considered adequate compensation to all parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes. Any expenses recoverable from third parties shall be equitably distributed among responding parties. Each party to this MOU shall comply with workers' compensation laws of the State of Georgia without any cost to the other parties. Each party shall pay its own personnel without cost to the other party.

V. 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 and/or jurisdiction, 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 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 will be evaluated on a case-by-case basis, taking into account the specifics of each individual request.

VI. 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.

VII. RIGHT TO REFUSE OR RECALL

Each party reserves the right to refuse to render assistance or to recall any or all rendered assistance whenever it believes that such refusal or recall is necessary to ensure adequate service in its own jurisdiction. In accordance with O.C.G.A. § 36-69-8, nothing contained in this MOU shall be construed as creating a duty on the part of either party to respond to a request for assistance, or to stay at the scene of local emergencies for any length of time.

VIII. POWERS AND IMMUNITIES OF ASSISTING PARTIES

In accordance with O.C.G.A. § 36-69-4, responding employees of any party shall have the same powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

IX. LIABILITY

There shall be no liability imposed upon any party or its personnel for failure to respond to a request for aid. Every employee shall be deemed to be the employee and agent of his/her regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than his or her regular employer. All damages or repairs to any equipment or apparatus that occurs during a request for aid shall be the responsibility of the property owner. Each party will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as a result of this MOU and each party agency will be responsible for bearing its own costs, damages, losses, expenses and attorneys' fees.

X. RELEASE

To the extent allowed by law, each party agrees to release the other party from any and all liability, claims, judgments, costs or demands for damage to that party's property whether arising directly or indirectly out of the use of any vehicle, equipment or apparatus by the other party during the provision of service pursuant to this Agreement.

XI. 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 only by the written Agreement of both parties. This MOU may be terminated immediately by either party via written notice to the other.

XII. NO RIGHTS IN THIRD PARTIES

The mutual Agreement reflected in this document is for the benefit of the participating parties 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.

XIII. CHAIN OF COMMAND

If either agency requests assistance as provided in Paragraph V 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.

XIV. ENTIRE AGREEMENT

This MOU shall constitute the entire Agreement between the parties and no modification shall be binding upon the parties unless evidenced in writing and signed by all parties.

XV. SEVERABILITY

In the event any part or provision of the MOU is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

XVI. GOVERNING LAW

This MOU shall be governed in all respects as to the validity, construction, capacity, performance or otherwise of the laws of the State of Georgia.

XVII. CONSTRUCTION

The parties have participated jointly in the negotiation and drafting of this Agreement. In the event of ambiguity or question of intent or interpretation arises with respect to this Agreement, this MOU shall be construed as if drafted jointly by all parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

SIGNATURES ON FOLLOWING PAGE

MARTA POLICE DEPARTMENT

Wanda Y. Dunham

By: Wanda Y. Dunham, Chief
MARTA Police Department
Atlanta, Georgia

Date: 4/28/17

FULTON COUNTY SHERIFF'S OFFICE

Theodore Jackson

By: Theodore Jackson, Sheriff

Date: 7/21/17

FULTON COUNTY, A Political Subdivision of the State of Georgia

John H. Eaves

By: John H. Eaves, PH.D., Chair

Date: 8/9/17

Attest:

Tonya R. Grier

Tonya R. Grier
Interim Clerk to the Commission (Seal)



Date: 8/9/17

APPROVED AS TO FORM:

Ashley Pat

Fulton County Attorney's Office

Date: 7/26/17