

Procedure: 3.4.1p6 **NEW**

Mutual Aid

Revised:

Last Reviewed:

Adopted: July 23, 2018



I. PURPOSE:

Often, in emergency situations the circumstances may require resources and personnel that extend beyond the college police departments' means. The Georgia State Mutual Aid Act allows for the extraterritorial cooperation and assistance of local law enforcement agencies or fire departments and units of the Technical College System of Georgia and the University System of Georgia. Technical Colleges may enter into such agreements for cooperation and assistance under the terms of this procedure.

II. RELATED AUTHORITY:

O.C.G.A. § 36-69-1 et sec. Georgia Mutual Aid Act

III. APPLICABILITY:

Any property owned or maintained by the Technical College System of Georgia or any unit thereof.

All work units and technical colleges associated with the Technical College System of Georgia.

IV. DEFINITIONS:

Local Emergency: the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within the University System of Georgia or the Technical College System of Georgia caused by natural disasters, riots, civil disturbances, or other situation presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision of the state and which require the combined forces of other political subdivisions of the state to combat.

V. ATTACHMENTS:

Attachment: 3.4.1p6.a1 Mutual Aid Agreement Template

VI. PROCEDURE:

- A. Any TCSG college wishing to enter into a Mutual Aid Agreement with a local government entity shall utilize the Mutual Aid Agreement template attached to this procedure.
- B. Once the college president, Chief of Police and the Chief of the local police or fire agency have signed the agreement, it shall be forwarded to the Director of Campus Safety at TCSG for review.
- C. All agreements must first be approved by the TCSG Commissioner and the State Board of the Technical College System of Georgia.
- D. Agreements approved by the State Board will be executed by the State Board Chair.
- E. Copies of the completed and signed agreements will be sent to the college who shall be responsible for forwarding a copy to the local government agency with whom the agreement was made.
- F. The Director of Campus Safety shall maintain copies of all Board-approved agreements.

VII. RECORD RETENTION:

Documents shall be maintained in accordance with the Georgia Archives records retention schedule.

Memorandum of Agreement
between
_____ Technical College
and

I. Purpose

This Memorandum of Agreement (“Agreement”) is entered into on the _____ day of _____, 20____, by and between _____ and _____, an institution within the Technical College System of Georgia (“TCSG”). The purpose of this Agreement is to provide law enforcement services upon the request of the other Party to this agreement in response to emergency or special circumstances that may exceed the immediate resources, skill, and equipment capacities of either party’s law enforcement agency. This agreement incorporates by reference standards contained in O.C.G.A. § 36-69-1, *et seq.*, including subsequent amendments thereto.

II. Affiliating Agreement

Pursuant to O.C.G.A. § 36-69-1, *et seq.*, _____ Technical College and _____ are authorized to furnish assistance extraterritorially to each other during a local emergency, defined as the existence of conditions of extreme peril to the safety of persons and property within the territorial limits of a political subdivision of the state or on a campus of an institution within TCSG caused by natural disasters, riots, civil disturbances, or other situations presenting major law enforcement and other public safety problems, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of one party to this agreement, and which require combined forces of both parties to combat.

This agreement provides the following:

- A. This agreement must be approved by the governing authority of the local political subdivision, and the President of the technical college, the Commissioner of TCSG, and the State Board of the Technical College System of Georgia.
- B. Once the Agreement is approved by all governing authorities and upon the request of either party for assistance in a local emergency, the [Technical College contact] and [local law enforcement contact] may cooperate with and render assistance extraterritorially to the party requesting the same.
- C. The senior officer of the requesting party shall be in command of the local

emergency as to strategy, tactics, and overall direction of operations.

- D. 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 at which they are normally employed.”*
- E. Parties responding to requests in conformance with this Agreement 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. Further, the responding party shall compensate responding employees during the time they are rendering aid and defray actual travel expenses of employees.
- F. Both parties shall ensure that all of their officers are properly trained and P.O.S.T. certified. If any officer who shall be participating under this agreement loses P.O.S.T. certification for any reason, the party whose officer has lost the certification shall notify the other party and the officer shall immediately be removed from any job duties associated with this agreement.
- G. Each party to this agreement shall be responsible for the medical expenses of its own officers and employees in their performance of their duties under this agreement.
- H. Nothing in this agreement 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.

III. Representatives

Any communication regarding this agreement should be directed to the following representatives:

For the College:

For []:

IV. Miscellaneous

A. Term

1. The terms and conditions of this agreement shall be periodically reviewed

- by the parties.
2. This agreement will remain in effect until _____ [if no money is being expended under this agreement, then the agreement may run beyond the current fiscal year; if money is being expended, then it must terminate on June 30 of each fiscal year.
 3. Either party may terminate this agreement upon a 30-day notice in writing to the other party.

B. The College is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000) per person and three million (\$3,000,000) per occurrence; the College also maintains workers' compensation insurance through the State of Georgia.

C. Entire Agreement

This Agreement, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Agreement shall in any way be binding or of effect between the parties.

D. Applicable law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

E. Amendments in Writing

No amendment of this Agreement or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

TCSG State Board Chair

Date

Commissioner, TCSG

Date

[] _____
Technical College, President

Date

[_____] Technical College, Chief of Police

Date

[Other Signing Party], Title

Date

Template revised July 9, 2018