

**Memorandum of Agreement
between
Savannah Technical College
and
Savannah Police Department**

I. Purpose.

This Memorandum of Agreement (“Agreement”) is entered into on the 1st day of May, 2020, by and between the Savannah Police Department and the Savannah Technical College, 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 either 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 the 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.*, Savannah Technical College and the Savannah Police Department 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 Mayor and Aldermen of the City of Savannah, 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 the appropriate governing authorities and upon the request of either party for assistance in a local emergency, the Savannah Technical College Police Chief and the Savannah Police Department 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 overall direction of operations; however, Special Operations units such as SWAT, EOD,

HNT, and Dive Team strategies and tactics will be commanded by the designated Savannah Police Department unit commanders.

- 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.” The parties specifically preserve all privileges and immunities available to Savannah Technical College and the Mayor and Aldermen of the City of Savannah.
- 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 their officers are trained in accordance with prevailing professional standards and P.O.S.T. certified. If any officer who may render aid under this agreement loses P.O.S.T. certification for any reason, the party employing such officer 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 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 remain 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:

Wayne R. Willcox, Chief of Police – Savannah Technical College

For Savannah Police Department:

Roy Minter, Chief of Police – City of Savannah Police department

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 indefinitely [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. The City self-funds for liabilities and is properly qualified as a self-insurer pursuant to Georgia's Workers Compensation Act.

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, including any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

TCSG State Board Chair


Date

Commissioner, TCSG

Date

Savannah Technical College, President

Date



Savannah Technical College, Chief of Police

2/27/2020

Date

City Manager

Date

Savannah Police Department, Chief of Police

Date