

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE FORSYTH
COUNTY SCHOOL DISTRICT AND THE OFFICE OF THE FORSYTH
COUNTY SHERIFF FOR PROVISION OF SCHOOL RESOURCE OFFICERS**

THIS AGREEMENT, (hereinafter referred to as the "Agreement"), is made this **6th** day of **September, 2018** by and among the **FORSYTH COUNTY SCHOOL DISTRICT** a/k/a the Forsyth County School System, by and through its Board of Education (hereinafter referred to as the "School District"), and the **OFFICE OF THE FORSYTH COUNTY SHERIFF** (hereinafter referred to as the "Sheriff's Office").

WITNESSETH

WHEREAS, the Forsyth County Sheriff (the "Sheriff"), through the Sheriff's Office and in coordination with the School District, has instituted and established a School Resource Officer Program (the "SRO Program") that provides for the placement of Sheriff's Office certified law enforcement officers ("SROs") in certain schools within the School District; and

WHEREAS, the School District agrees to implement the SRO Program in School District schools; and

WHEREAS, the Sheriff's Office and the School District desire to establish the guidelines of the SRO Program and have a mutual understanding of the particular roles of each entity in relation to the SRO Program; and

WHEREAS, the Sheriff's Office and the School District previously entered into an agreement for the provision of SROs and desire to update the terms of their relationship through the present Agreement;

NOW, THEREFORE, for and in consideration of good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and the

mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

1.

PURPOSE

The School District and the Sheriff's Office agree that the purpose of the SRO Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: providing classroom instruction on law enforcement matters; allowing students to build positive relationships with law enforcement officers, in the form of SROs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District students on or off of School District grounds; investigating crimes that occur on School District grounds; and generally enforcing the laws of the State of Georgia on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning on the first day teachers report to school in August of one calendar year, ending on the last day that teachers report at any school in May or June of the following calendar year, each such period being comprised of one hundred ninety (190) School District business days.

2.

POLICY

It is the intent of the Sheriff's Office to maintain School Resource Officers and two (2) supervisors for School District schools. At least one SRO will be assigned to each High School and each Middle Elementary School joint campus in Forsyth County.

CHAIN OF COMMAND

The SRO Program is part of the Sheriff's Office Special Enforcement Division (the "Special Enforcement Division"), and all SRO Program personnel shall follow the chain of command of the Special Enforcement Division. The Special Enforcement Division Commander shall serve as the SRO Program Coordinator for the Sheriff's Office, and the SRO Supervisors, as designated by the SRO Program Coordinator, will act as the day to day immediate supervisor of the SRO Program for the Sheriff's Office.

The principal of each assigned School District school (hereinafter referred to from time to time individually as "School" and collectively as "Schools") will be the primary point of contact for each SRO at the respective School. All School related activity must be coordinated by each SRO with each such principal's office. When an SRO perceives that law enforcement action is required at a School, he/she is to notify the School principal prior to such action being taken, whenever possible. However, in situations requiring immediate action, i.e. where a person(s) or School property may be in danger of serious harm, the SRO may, without first notifying the School principal, take appropriate law enforcement action to be followed by communication with the principal as soon as reasonably possible thereafter.

The SROs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SROs, will remain employees of the Sheriff's Office with all rights, benefits and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRO will report to the Sheriff's Office and perform duties as assigned by and through the Special Enforcement Division chain of command. Upon request by the School District, the Sheriff's Office may approve additional School District related duties for SROs (e.g.

summer “enrichment” programs) during periods when the School District is not in Regular Academic Session.

4.

SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, or his designee, shall appoint SROs. The Superintendent or his designee will participate in any interviews of prospective SRO candidates.

5.

DISMISSAL OF SROs

In the event that the principal of a School to which an SRO is assigned believes that the assigned SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the School District’s school safety department (the “School Safety Department”). The SRO Supervisor, the School Safety Department, the principal and the SRO Program Coordinator, or their designees, may meet with the SRO to mediate or resolve any problems that may determine exist.

6.

SRO DUTIES AND RESPONSIBILITIES

Each SRO shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

- a. Provide School District students, faculty, staff and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting.
- b. Act as a deterrent to crime in School buildings, on School grounds, and in communities surrounding Schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty and staff and the communities surrounding the Schools.

- c. When available provide classroom instruction and act as a resource for information for School District students, faculty and staff concerning law enforcement topics.
- d. Provide for the safety and security of School District students, faculty, staff and visitors.
- e. When available, participate as requested in parent/teacher organization meetings at each of the SRO's assigned Schools, primarily for the purpose of explaining the SRO Program to parents of School District students.
- f. Make himself/herself available, as time permits, for conferencing with students, parents and faculty members in order to assist them with the issues of a law enforcement and crime prevention nature.
- g. Respond, with FCSO Patrol Division, to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations.
- h. Assist the Sheriff's Office Criminal Investigations Division in the investigation of crimes that occur on School District grounds. The SRO will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRO.
- i. Enforce the laws of the State of Georgia.
- j. Communicate with School administrators about law enforcement concerns on School District grounds.
- k. Communicate with the appropriate government agency concerning any suspected child abuse, as required under the mandated reporter law, O.C.G.A. 19-7-5.
- l. As needed, conduct formal interviews of School District students. The SRO shall adhere to Sheriff's Office and School District administrative protocols regarding such interviews.
- m. The disciplining of students for violations of School District policies is solely the responsibility of the School District. As School principal may contact the SRO if he/she believes that an incident involves a violation of Georgia law, after which the SRO shall determine whether a law enforcement response is appropriate. SROs are

supply the SRO with the usual and customary office supplies and forms required for the performance of the SRO's duties.

8.

REVIEW OF SRO PROGRAM

The SRO Program Coordinator and SRO Supervisors will meet annually with the Department of School Safety to review and make recommendations for the SRO Program.

9.

ASSIGNMENT OF PERSONNEL

SROs will be assigned to those Schools designated in Paragraph 2 by way of mutual agreement between the SRO Program Coordinator and the School District School Safety Department.

10.

COMPENSATION

In consideration for services rendered under this Agreement, the School District shall provide monetary compensation in two forms. First, the School District shall pay the Sheriff's Office a fixed sum of money in an amount to be set by the Sheriff's Office each year (the "Base Annual Compensation"). For the fiscal year beginning on July 1, 2018 and ending June 30, 2019, the Base Annual Compensation will be one million, five hundred thousand dollars (\$1,500,000.00). The Sheriff's Office must notify the School District in writing of any change in the Base Annual Compensation by April 15 of each year, to take effect at the beginning of the next fiscal year on July 1. The School District shall remit payments to the Sheriff's Office for the Base Annual Compensation as follows: one half of the Base Annual Compensation due on September 15, of each year of the Agreement; and one-half of the Base Annual Compensation due on February 15, of each year of the

Agreement. In the event that any Base Annual Compensation payment contemplated by this Paragraph becomes more than 30 days past due, the Sheriff's Office may thereafter immediately terminate this Agreement by providing written notice of such termination, and the reason therefore, to the School District.

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Second, the School District shall pay the Sheriff's Office a variable amount known as "Supplemental Compensation." The parties contemplate that the School District, the Sheriff's Office, Forsyth County, and American Traffic Solutions, Inc. ("ATS") will cooperate to enforce camera-monitored violations of O.C.G.A. § 40-6-163, prohibiting vehicles from passing a school bus that has activated its passenger loading/unloading stop arm. Forsyth County will receive and consolidate all fines from the stop arm enforcement program, including bond forfeitures but excluding surcharges, if any, added to the fines by operation of law (the "Funds") and, pursuant to a separate agreement, will deposit the Funds with the School District each month. The School District will then dispose of the Funds monthly as follows. *First*, the School District County will use the Funds to pay ATS any amounts then owed pursuant to the School District's agreement with ATS. *Second*, from any remaining Funds, the School District will pay the Forsyth County Solicitor General's Office for its additional costs incurred in implementing the stop arm enforcement program. Subject to the availability of Funds, this payment will be \$3,333.33 per month plus any amount needed to make up a shortfall if less than \$3,333.33 of Funds was available for payment in any prior month. *Third*, the School District shall then pay any remaining Funds to the Sheriff's Office as the Supplemental Compensation until the combination of the Base Annual Compensation and the Supplemental Compensation equals the actual cost of all SRO salary, wages and benefits to be paid in the fiscal year in question. The Sheriff's Office shall promptly notify the School District once all such actual costs are covered, at which point any remaining excess Funds received by the School District in a given fiscal year will be retained by the School District for its exclusive use as prescribed by law.

11.

PROPERTY AT CHESTATEE ELEMENTARY

The School District permits the Sheriff's Office to maintain the property along the west boundary of 6945 Keith Bridge Road, Gainesville, GA 30506 also known as Chestatee Elementary School. This property may be used by the Sheriff's Office for training, storage and other law enforcement related use excluding firearms training. The Sheriff's Office also agrees that:

1. The Sheriff's Office will provide its own separate utility service (water, power, gas, telecommunications, etc.).
2. Grounds maintenance within and along the fence line shall be the responsibility of the Sheriff's Office including, but not limited to, maintaining grass-covered pastures at all times.
3. Use of this property will be another form of compensation provided by the School District to the Sheriff's Office for its services under this Agreement.

12.

CONFIDENTIALITY

Deputies assigned to the School District must comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 FR Part 99) which is a Federal law that protects the privacy of student educational records. The deputies assigned to the School District agree that student's records protected by FERPA will not be disclosed to any other party except as provided under law or order of the court.

13.

TERM

Certified Mail – Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

To THE SCHOOL DISTRICT: Forsyth County School District
1120 Dahlonega Highway
Cumming, Georgia 30040

To THE SHERIFF'S OFFICE Forsyth County Sheriff's Office
100 East Courthouse Square
Cumming, Georgia 30040

17.

GENERAL PROVISIONS OF THIS AGREEMENT

17.1 The brief capitalized and underlined headings or titles preceding each paragraph are for the purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

17.2 No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

17.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

17.4 This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

18.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements among the School District and the Sheriff's Office and constitutes the full, complete and entire agreement between the parties with respect to the SRO Program; no member officer, employee, representative or agent of the School District or the Sheriff's Office has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of the Agreement. No modifications of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by the School District and the Sheriff's Office.

IN WITNESS WHEREOF, the School District and Sheriff's Office, acting by and through their duly authorized representatives, have caused these presents to be executed all as of the Date Hereof.

[SIGNATURES ON FOLLOWING PAGE]

As to THE SCHOOL DISTRICT,
Executed in the presence of:



Witness

FORSYTH COUNTY SCHOOL DISTRICT



Dr. Jeff Bearden, Superintendent

As to the SHERIFF'S OFFICE, executed in
the presence of:

Witness

SHERIFF'S OFFICE

Ron H. Freeman, Sheriff