

PUBLIC SAFETY COMMISSION TUESDAY, FEBRUARY 25, 2020 8:30 AM 300 WEST WAUGH ST

AGENDA

Call to Order

Agenda Approval

Approval of Minutes

<u>1.</u> January 28, 2020

Alcohol Applications

2. (1) 2020 New Alcohol Application

Police Department

- 3. Crime/Crash Statistics January, 2020
- 4. Financial Statistics January, 2020
- 5. Policy Review January, 2020

Fire Department

- <u>6.</u> Statistical Report for January, 2020
- 7. Financial Report for January, 2020
- <u>8.</u> Architect Agreement-Station One Roof
- 9. Automatic Aid For Fire Services and First Response

Adjournment

CITY OF DALTON PUBLIC SAFETY COMMISSION MINUTES JANUARY 28, 2020

The regular meeting for the Public Safety Commission was held today in the Council Chambers of City Hall at 8:30 a.m. Present were Chairman Bill Weaver, Commissioners Terry Mathis, Kenneth Willis, Anthony Walker, Fire Chief Todd Pangle, Assistant Police Chief Chris Crossen, Councilmember Annalee Harlan, and City Attorney Gandi Vaughn. Commissioner Keith Whitworth and Police Chief Cliff Cason were absent.

AGENDA AMENDMENT

On the motion of Commissioner Mathis, second Commissioner Willis, the Agenda was amended to add "Police Department - New Employee Confirmation" under Personnel Matters. The vote was unanimous in favor.

PERSONNEL MATTERS

Fire Department – Awards Presentation

• Engine 2/A Unit Citation

Fire Chief Todd Pangle recognized and presented a unit citation to Lt. J. Viens, FF. J. Cole, and FF. C. Manly of Engine 2/A (why are their names not spelled out) for their life-saving actions on Sunday, December 1, 2019 where an unresponsive male patient at 1210 Ludie St. was resuscitated via AED and stabilized.

• Certificate of Recognition

Fire Chief Todd Pangle presented FF3 Matt Asbell with a Certificate of Recognition for assisting the Chatsworth Fire Department while off-duty. While driving on 69 Emerald Pkwy, FF3 Matt Asbell Asbell noticed a column of smoke and decided to investigate while awaiting for Chatsworth's Fire Department. Chatsworth's Fire Department. Captain Torres had high praise for FF3 Asbell for his actions and decision making.

• 2020 Firefighter of the Year

Fire Chief Todd Pangle recognized FF Justin Rishel with the 2020 Firefighter of the Year award. Chief Pangle stated FF Rishel has proven to be a valuable asset and demonstrated passion, love, dedication, and willingness through various roles within the Fire Department.

<u>Police Department – New Employee Confirmations</u>

Assistant Police Chief Chris Crossen presented Keidric Marquis Johnson to the Commission. On the motion of Commissioner Mathis, second Commissioner Willis, the Commission approved Keidric Marquis Johnson as a new Dalton Police officer. The vote was unanimous in favor.

ELECTION OF OFFICERS

Chairman

On the motion of Commissioner Walker, second Commissioner Willis, Bill Weaver was nominated the Chairman of the Public Safety Commission of the City of Dalton for 2020.

Secretary

On the motion of Commissioner Mathis, second Commissioner Willis, Anthony Walker was nominated the Secretary of the Public Safety Commission of the City of Dalton for 2020.

MINUTES

The Commissioners were presented written copies of the regular called meeting minutes of December 17, 2019. On the motion of Commissioner Mathis, second Commissioner Willis, the minutes were approved. The vote was unanimous in favor.

(4) ALCOHOL APPLICATIONS

On the motion of Commissioner Willis, second Commissioner Walker, the Commission approved the following new alcohol application. The vote was unanimous in favor.

Business Owner:
 d/b/a:
 Big's Axe Throwing, LLC
 Big's Axe Throwing, LLC
 Applicant:
 Roger Paul Melendrez, Jr.
 Business Address:
 825 Chattanooga Ave, Suite 13

Type: Pouring Beer

Disposition: New

On the motion of Commissioner Walker, second Commissioner Willis, the Commission approved the following new alcohol application. The vote was unanimous in favor.

Business Owner:
 d/b/a:
 Applicant:
 Business Address:
 Type:
 Amtaj Enterprise, Inc
 La Providencia
 Amin Tajuddin
 1300 Underwood St
 Package Beer

Disposition: New

On the motion of Commissioner Walker, second Commissioner Willis, the Commission approved the following new alcohol application. The vote was unanimous in favor.

3. Business Owner: MM&VE Investment, LLC
d/b/a: El Sabor de la Patrona
Applicant: Maria V. Estrada
Business Address: 603 Flemming St

Type: Pouring Beer, Pouring Wine, Pouring Liquor

Disposition: New

The following new alcohol beverage applicant did not show up to the meeting. The application was postponed for approval until the next regular called PSC meeting

4. Business Owner: El Comal Tienda Y Cocina, LLC El Comal Tienda Y Cocina, LLC

Applicant: Claudia Alvarez

Business Address: 616 Fourth Ave, Suite 4-6 Type: Pouring Beer, Package Beer

Disposition: New

POLICE DEPARTMENT

Crime and Crash Statistics for December 2019

Assistant Police Chief Chris Crossen presented the Crime and Crash Statistical Reports for the month of December, 2019. Assistant Chief Crossen gave a written and oral summary of the crime and crash statistics. As noted in the written summary, Assistant Chief Crossen reported the rate of Year to Date Part I crimes are down by 3.67% when compared to the same month in 2018. Chief Crossen further reported that during the month there were 132 non-private property crashes and stated injury crashes stayed the same from November 2019.

On the motion of Commissioner Willis, second Commissioner Whitworth, the report was approved. The complete report in its entirety is a part of these minutes. The vote was unanimous in favor.

Financial Statistics for December 2019

Assistant Police Chief Chris Crossen presented the Financial Report for all divisions within the Dalton Police Department for the month of December, 2019. Assistant Chief Crossen reported that the department expended 95% of their 2019 budget and are 5% under budget for the end of the year.

On the motion of Commissioner Walker, second Commissioner Mathis, the financial report was approved. The complete report in its entirety is a part of these minutes. The vote was unanimous in favor.

Written Directives

Assistant Police Chief Chris Crossen presented the following directives for approval:

- 3.7 Harassment and Discrimination in the Workplace
- 3.9 Employee Assistance Program and Critical Incident
- 3.11 Line-of-Duty Death or Serious Injuries
- 3.12 Temporary Light Duty
- 3.16 Personnel Files

On the motion of Commissioner Walker, second Commissioner Willis, the Commission adopted the following Written Directives. The directives are a part of these minutes. The vote was unanimous in favor.

FIRE DEPARTMENT

Monthly Statistical Report – December 2019

Fire Chief Todd Pangle presented the December, 2019 Statistical Report to the Commission. Chief Pangle outlined details of the complete report that included the Incident Type Report, Dollar Value Saved & Loss Analysis, NFPA Fire Experience Survey, Incident List by Incident Number, Training Division Monthly Report, Fire Safety Division Monthly Report, Engine Company Pre-Plan Updates, and the Inspection Summary.

On the motion of Commissioner Walker, second Commissioner Willis, the Commissioners approved the December, 2019 Statistical Report for the Fire Department. A copy of the report outlining all incident values is a part of these minutes. The vote was unanimous in favor.

Monthly Financial Report – December 2019

Fire Chief Todd Pangle presented the Financial Report for the month of December 2019 to the Commission. Chief Pangle stated the department is 2.8% under budget for the month and for the end of the year.

On the motion of Commissioner Whitworth, second Commissioner Willis, the Commissioners approved the Financial Report for the Fire Department. A copy of the report is a part of these minutes. The vote was unanimous in favor.

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M&C Liaison Comment

Council member Annalee Harlan extended an invitation and encouraged the Public Safety Commission to address the Mayor & Council with any questions the Commission may have at any of their regular called meetings.

Councilmember Harlan further asked Fire Chief Pangle if there was a way to further categorize good intent calls and see the nature of such calls as to not assume how many are medical calls, false fire alarms and so on.

Chief Pangle stated he would look at their Records Management System (RMS) and see how they could potentially break it down per category and or do a special study report through their RMS as well.

ADJOURNMENT

There being no further business to come before the Commissioners, on the motion of Commissioner Walker, second Commissioner Mathis, the meeting was adjourned at 9:30 a.m.

ATTEST:	Bill Weaver, Chairman
Anthony Walker, Secretary	

2020 ALCOHOL BEVERAGE APPLICATION

PSC TUESDAY FEBRUARY 25, 2020 M&C MONDAY MARCH 2, 2020

(1) 2020 ALCOHOL APPLICATION

1. Business Owner: El Comal Tienda Y Cocina, LLC El Comal Tienda Y Cocina, LLC

Applicant: Claudia Alvarez

Business Address: 616 Fourth Ave, Suite 4-6
Type: Pouring Beer, Package Beer

Disposition: New

SUMMARY OF DATA AND CRIME STATISTICS FOR JANUARY 2020

General

There were 83 Part 1 crimes reported in January 2020 versus 101 in January of 2019. January 2020 had approximately 66.7% less burglaries than the same time in 2019. In January 2020 there were approximately 17.3% less larcenies reported than in 2019. Year to date Part 1 crimes are down 17.8% from 2019.

DALTON POLICE DEPARTMENT CRIME STATISTICS

Part I Offenses Homicide Rape Robbery Aggravated Assault Burglary Larceny - Theft Motor Vehicle Theft Arson PART I SUBTOTAL

	INCI	DENTS	i	С	LEAR	ANCE	S		ARF	RESTS	
		2020	2019			2020	2019			2020	2019
1/20	1/19	YTD	YTD	1/20	1/19	YTD	YTD	1/20	1/19	YTD	YTD
0	0	0	0	1	0	1	0	0	0	0	0
1	2	1	2	0	4	0	4	0	0	0	0
0	1	0	1	2	0	2	0	2	0	2	0
5	1	5	1	6	4	6	4	6	4	6	4
4	12	4	12	0	3	0	3	2	3	2	3
67	81	66	81	34	43	34	43	32	40	32	40
6	4	6	4	2	1	2	1	1	0	1	0
0	0	0	0	0	0	0	0	0	0	0	0
83	101	82	101	45	55	45	55	43	47	43	47

Part 2 Offenses	Total
Code Violation	87
Warrant Served	69
Controlled Substance Offenses	40
Traffic Offense	39
Battery/Assault - Non-aggravated	31
Trespass of Real Property	22
Destruct/Damage/Vandalize Property	22
Public Peace Violations	17
Forgery/Fraud	17
DUI	14

Code violation offenses increased to 87 in January 2020 from 40 in December 2019. Traffic offenses declined by approximately 25% when compared to December 2019. Calls for service were similar to 2019. Citations decreased by approximately 20% in January 2020 when compared to January 2019.

	January 2019			
Calls for Service	4,480	4,485		
Traffic Crashes	116	112		
Citations	1,494	1,867	7	

DALTON POLICE DEPARTMENT CRIME DASHBOARD YTD 2016-2020

January 2020

	2016	2017	2018	2019	2020	TREND
Part I Crimes YTD	106	105	109	101	82	
Homicides	0	0	0	0	0	
Rape	0	1	0	2	1	
Robbery	3	2	3	1	0	
Aggravated Assault	5	7	2	1	5	
Violent Crime Totals	8	10	5	4	6	
Burglary	18	17	18	12	4	
Larceny-Theft	74	70	77	81	66	
Motor Vehicle Theft	6	8	8	4	6	
Arson	0	0	1	0	0	
Property Crime Totals	98	95	104	97	76	
Violent Crime Clearance	150%	40%	120%	200%	150%	
Property Crime Clearance	34%	28%	25%	48%	47%	
Part I Arrests	37	26	25	47	43	
Citations	1,262	1,349	1,185	1,867	1,494	
Calls for Service	3,800	3,533	3,680	4,485	4,480	
Traffic Crashes	95	119	112	112	116	

Analysis

In the year to date 2020 there have been 82 Part 1 crimes reported versus 101 in 2019 which shows an approximate decrease of 18.81%. There was 1 rape reported in January of 2020 compared to 2 reported in January of 2019. Burglary offenses were significantly lower when compared to the previous years.

There have been 6 violent crimes reported 2020 YTD compared to 4 reported violent crimes YTD 2019. That is an increase of two violent crimes on the year. Year to date property crimes have shown a decrease of approximately 21.65% when compared to 2019 YTD statistics.

Based on the statistics from the previous 5 years, property crime numbers are below the normal range. Violent crime numbers are within the normal range and show no significant deviation.

DALTON POLICE DEPARTMENT
CRIME STATISTICS

		INCI	DENTS		С	LEAR	ANCE			ARF	RESTS	
	4/00	4/40	2020	2019	4/00	4/40	2020	2019	4/00	4/40	2020	2019
Dowt I Office and a	1/20	1/19	YTD	YTD	1/20	1/19	YTD	YTD	1/20	1/19	YTD	YTD
Part I Offenses		0	-	-			4				0	
Homicide	0	0	0	0	1	0	1	0	0	0	0	0
Rape	1	2	1	2	0	4	0	4	0	0	0	0
Robbery	0	1	0	1	2	0	2	0	2	0	2	0
Aggravated Assault	5	1	5	1	6	4	6		6	4	6	4
Burglary	4 67	12 81	4 66	12 81	0 34	3 43	0 34	3 43	2 32	3 40	2 32	3 40
Larceny - Theft Motor Vehicle Theft		-	6							0		
	6	4	0	4	2 0	1 0	2 0	1 0	1 0	0	1 0	0
Arson PART I SUBTOTAL	83	101	0 82	101	45	55	45	55	43	47	43	47
Part II Offenses		101	<u> </u>	101	10		10	00	10	.,	10	.,
Other Assaults - not agg.	31	37	31	37	12	33	12	33	11	20	11	20
Forgery/Counterfeiting	6	13	6	13	3	7	3		3	7	3	7
Fraud	22	27	22	27	3	11	3		3	11	3	11
Embezzlement	0	1	0	1	1	1	1	1	1	0	1	0
					-						-	
Stolen Property	1	3	1	3	0	1	0	1	0	1	0	1
Vandalism	22	28	22	28	9	13	9		9	11	9	11
Weapons Violations	1	3	1	3	5	3	5		5	3	5	3
Commercial Sex	0	0	0	0	0	0	0	0	0	0	0	0
Other Sex Offenses	5	6	5	6	7	4	7	4	5	0	5	0
Drug Sales	8	11	8	11	17	8	17	8	16	8	16	8
Drug Possession	22	65	22	65	19	70	19	70	18	70	18	70
Gambling	0	1	0	1	0	0	0	0	0	0	0	0
Offenses Against	_		_							4		
Family/Children	7	2 6	7	2 6	3	1	3		3	1	3	1
Liquor Violations	8	6	3 8	6	2 7	<u>4</u> 6	2 7	4 6	2 7	4 6	2 7	4 6
Drunkenness Other Disorderly Conduct	18	28	 18	28	13		13		12	19	12	19
Other Disorderly Conduct	10	20	10	20	13		13	<u> </u>	12	19	12	19
Curfew Violations	1	4	1	4	1	7	1	7	1	7	1	7
All Other Offenses	280	315	280	315	195	277	195	277	194	275	194	275
DUI	14	21	14	21	17	22	17	22	17	22	17	22
Human Trafficking	0	0	0	0	0	0	0		0	0	0	0
_												
PART II SUBTOTAL	449	577	449	577	314	489	314	489	307	465	307	465
PART I AND II TOTAL	532	678	531	678	359	544	359	544	350	512	350	512
Crashes	446	2020	2019		Enforc	ement	<u>t</u>	ı	4100	4146	2020	2019
1/20	1/19	<u>YTD</u>	YTD						1/20	1/19	YTD	YTD
Public Roadway 116	112	116	112				Citation Warnir		744 750	1,046 821	744 750	1 9
911 Calls 4,480	4,485	4,480	4,485				Totals	ıyə	1,494		1,494	1,867
15 1 1 Call 5 4,460	7,700	- , - †∪∪	+,+ ∪∪				iotais		1,434	1,007	1,434	1,007

Summary of Significant Events for January 2020

During the month of January 2020 there was an identified crime series in the city involving suspects from the Chattanooga area. Multiple vehicles were entered and vehicles were stolen. There were six reports of stolen vehicles during the month. There were four burglaries reported during this time frame. There were five reported aggravated assaults.

20-00083 Entering Auto

523 Martha Sue Dr.

Two subjects were in the area entering autos. The caller observed them in a vehicle on their property. Once officers arrived on scene the two subjects fled. One subject, a fifteen year old male, was apprehended and found in possession of a fair amount of property. The subject was processed and taken to RYDC.

20-000115 Theft of Motor Vehicle

1805 Shadow Ln

The complainant reported the theft of her 2015 Silver Buick Encore. She has no suspects but a neighbor observed two light skinned males in a blue Kia SUV with a TN tag circling the parking lot of the complex earlier in the day. The neighbor states that this vehicle parked next to the complainant's vehicle in the parking lot. The witness did not see where the males went and believes that they are potential suspects. The vehicle was recovered on Arbordale Pl.

20-000117 Entering Auto

1914 Heathcliff Dr

The complainant reported that his vehicle was entered. A Glock 22 with and a black in color Colt switchblade knife were the only items taken. The Glock was later recovered in Hamilton County. The case is under investigation.

20-000120 Entering Auto

1914 Heathcliff Dr

The complainant reported that his cellular phone was stolen from his unlocked vehicle.

20-000124

Auto Theft

2150 Arbordale Pl

Hamilton Co. Sheriff's Office requested for officers to make contact with the owner of a vehicle which fled from them earlier. When officers made contact with the vehicle owner, it was discovered that his vehicle had been stolen. The suspects are believed to be juveniles from the Chattanooga area. The case is under investigation.

20-000241

Aggravated Assault

324 S. Depot St

Officers responded to a call of a disorder where the suspect was attempting to stab another subject. Officers were advised a male subject attempted to stab another male subject. The suspect then attempted to strike a different male subject. During the confrontation the suspect received an injury to his head. He was transported to the hospital and then to the WCSO once he was cleared. He was charged with several offenses. No one was injured other than the suspect.

20-000372

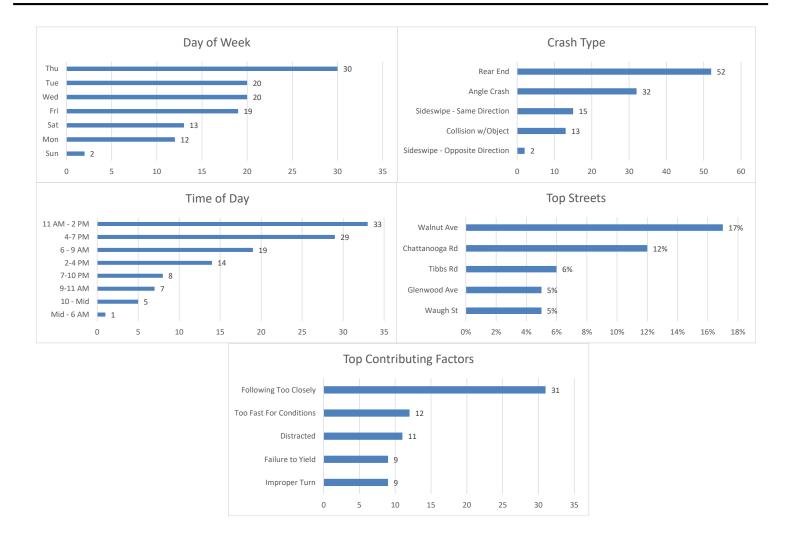
Entering Auto

1815 S Hamilton St

The complainant reported that his company vehicle was entered at some point during the night. A large Stanley tool box containing approximately \$300 worth of tools and two bluetooth headsets were taken. The suspect evidence in the truck. A suspect was developed and the case is under investigation.

January 2020 Crash Statistics

In January 2020 there were 116 non-private property crashes reported. Injury crashes stayed the same, however total injuries decreased from December 2019. There were no serious injuries reported in January 2020. Rear end and angle crashes were the most prevalent during January 2019. Following too close was the leading contributing factor in both injury and non-injury crashes. Walnut Ave and Chattanooga Rd/N Bypass were the roadways where the majority of the crashes occurred. In January 2020 approximately 17% of all crashes in the city occurred on Walnut Ave. Walnut Ave was the roadway with the most injury crashes.



116 Crashes Reported in January 2020

- There were 16 less crashes in January 2020 than in December 2019.
 - 21 crashes reported in which injuries occurred.
 - o That is one injury crash for every 5.52 crashes reported.
 - o Multiple injuries were reported in 7 crashes.

- Total Injuries Reported
 - o 29 injuries were reported.
 - o 0 serious injuries were reported.

Top 5 Streets

- Walnut Avenue
 - o 20 Total Crashes
 - o 17.24 % of Total Crashes
 - o 17.24 % of Injuries Reported (5 Injuries Reported on the Roadway)
- Chattanooga Rd/N Bypass
 - o 14 Total Crashes
 - o 12.07 % of Total Crashes
 - o 13.79 % of Injuries Reported (4 Injuries Reported on this Roadway)
- Tibbs Rd
 - o 7 Total Crashes
 - o 6.03 % of Total Crashes
 - o 10.34 % of Injuries Reported (3 Injuries Reported on this Roadway)
- Waugh St
 - o 6 Total Crashes
 - o 5.17 % of Total Crashes
 - o 10.34 % of Injuries Reported (3 Injuries Reported on the Roadway)
- Hamilton St
 - o 6 Total Crashes
 - o 5.17 % of Total Crashes
 - o 6.90 % of Injuries Reported (2 Injuries Reported on the Roadway)

Crashes Involving DUI

• 0 Reported Crashes involving DUI

Crashes Involving Speed

12 Reported Crashes involving Speed (Includes Too Fast for Conditions)

Crashes Involving Distracted or Inattentive Driver

• 11 Crashes Reported with Distracted or Inattentive Driver

Crashes Involving Drivers Following One Another Too Closely

• 29 Crashes Reported involving Following Too Closely

Crashes by Type

- Rear End 52 / 44.83%
- Angle Crash 32 / 27.59%
- Sideswipe Same Direction 15 / 12.93%
- Non-Vehicle 13 / 11.21%
- Sideswipe Opposite Direction 2 / 1.72%

Days of the Week

- 12 crashes occurred on Mondays
- 20 crashes occurred on Tuesdays
- 20 crashes occurred on Wednesdays
- 30 crashes occurred on Thursdays
- 19 crashes occurred on Fridays
- 13 crashes occurred on Saturdays
- 2 crashes occurred on Sundays

Time of Day

- 0000-0559-1
- 0600-0859-19
- 0900-1059-7
- 1100-1359-33
- 1400-1559-14
- 1600-1859-29
- 1900-2159-8
- 2200-2359-5

Top Contributing Factors

- Following Too Closely: 31 (26.72 % of all crashes)
- Too Fast For Conditions: 12 (10.34 % of all crashes)
- Distracted: 11 (9.48 % of all crashes)
- Failure to Yield: 9 (7.76 % of all crashes)
- Improper Turn: 9 (7.76 % of all crashes)

Based on the crash data from December 2019, Selective Enforcement Details were conducted in the following areas in January 2020:

- o Glenwood Ave
- o Chattanooga Rd
- o Walnut Ave

There were 31 total Enforcement Details conducted in January 2020, resulting in 346 total violations being identified.

Comparing the crash data compiled and the enforcement activities conducted for the month of January 2020, details will be conducted in February 2020 in the following areas:

- o Glenwood Ave
- o Chattanooga Rd
- o Walnut Ave

SUMMARY OF THE FINANCIAL STATISTICS FOR JANUARY 2020

The police department budget is on track for FY 20120, and we have expended approximately 9.1% of our 2020 budget at 11.2% of the way through the budget cycle. We are currently approximately 2% under budget for the year.

At this time, we believe sufficient funds are available within our existing budget to cover our operating cost for the remainder of the year.



The City of Dalton YEAR-TO-DATE BUDGET REPORT

P 1 |glytdbud

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0010 GENERAL FUND - OPERATING							
141501 PD ADMINISTRATION							
141501 000045 EE LIFE & DISABIL 141501 000045 EE LIFE & DISABIL 141501 000050 GENERAL INSURANCE 141501 000060 WORKER COMPENSATI 141501 000080 OFFICE EQUIPMENT 141501 000110 TELEPHONE 141501 000120 TRAINING EXPENSES 141501 000130 VEHICLE EXPENSES 141501 000140 COPIER RENTAL/SUP 141501 000160 POSTAGE 141501 000160 POSTAGE 141501 000400 LEGAL FEES 141501 000410 GAS & OIL 141501 000440 SUPPLIES 141501 000450 CLEANING ALLOWANC 141501 000455 CLOTHING ALLOWANC	351,000 1,290 27,625 4,170 226,000 31,635 2,100 106,105 10,415 5,000 45,000 2,000 9,000 4,000 3,500 15,000 15,000 15,000 15,000 2,000 15,000 2,000 15,000 2,000 15,000 15,000 2,000 15,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 1,800 2,000 1,800 2,000 1,800 1,800 2,000 1,800 1,800 2,000 1,800 1,800 1,800 1,800 1,800 1,800 1,800 1,800 1,800 1,800 1,800 1,800 1,00		351,000 1,290 27,625 4,170 226,000 31,635 2,100 10,415 5,000 45,000 2,000 4,000 3,500 15,000 15,000 15,000 15,000 2,000 1,800 1,800 1,800 2,000 15,000 2,000 1,800 2,000 15,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 2,000 1,800 1,000 1,	26,168.17 295.20 1,158.14 3,297.62 352.77 20,433.38 3,369.00 586.57 .00 10,415.00 .00 1,207.47 460.53 .00 421.58 212.90 121.29 .00 234.95 .00 .00 .00 .00 .00 .00 .00 .0	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	324,831.83 994.80 -1,158.14 24,327.38 3,817.23 205,566.62 28,266.00 1,513.43 106,105.00 5,000.00 41,048.35 14,539.47 2,000.00 8,578.42 3,787.10 3,378.71 15,000.00 1,800.00 1,800.00 1,800.00 1,800.00 1,949.00 1,949.00 1,844.80 2,100.00 109,829.33	7.5% 22.9% 100.0% 8.5% 9.06% 9.06% 10.00% 8.8% 4.73% 3.10% 4.10% 10.00% 11.00% 44.66% 8.50%
TOTAL PD ADMINISTRATION	1,180,580	0	1,180,580	107,960.91	15,525.85	1,057,093.24	10.5%



The City of Dalton YEAR-TO-DATE BUDGET REPORT

P 2 |glytdbud

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
141503 PD PATROL							
141503 000010 SALARIES-REGULAR 141503 000011 SALARIES OVERTIME 141503 000020 FICA 141503 000030 PENSION 141503 000032 PENSION - DB PLAN 141503 000040 HOSPITALIZATION I 141503 000045 EE LIFE & DISABIL 141503 000060 WORKER COMPENSATI 141503 000120 TRAINING EXPENSES 141503 000130 VEHICLE EXPENSES 141503 000130 SHOP VEHICLE EXP - 141503 000410 GAS & OIL 141503 000440 SUPPLIES 141503 000440 SUPPLIES 141503 000440 SUPPLIES 141503 000460 UNIFORMS 141503 001010 OFFICE SUPPLIES 141503 001010 OFFICE SUPPLIES 141503 001100 MEALS 141503 001410 DUES/FEES/SUBSCRI 141503 001490 MISCELLANEOUS 141503 001990 MISCELLANEOUS 141503 001990 MISCELLANEOUS	3,377,600 101,000 270,065 154,620 436,550 515,705 20,300 95,900 114,000 12,650 115,050 12,500 173,990 5,500 10,000 64,000 3,000 2,000 3,750 2,500 5,000 2,000 2,500 2,500 2,500 2,000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	3,377,600 101,000 270,065 154,620 436,550 515,705 20,300 95,900 114,000 12,650 115,050 12,500 173,990 5,500 10,000 64,000 3,750 2,000 2,000 29,400	218,378.52 3,240.09 27,795.47 12,248.68 35,294.13 40,385.00 3,001.36 95,900.00 10,091.17 11,389.65 .00 .00 11,682.42 24.99 .00 2,160.55 102.99 .00 100.00 .00 115.00 .00	.00 .00 .00 .00 .00 .00 .00 .00 2,520.00 216.01 .00 .00 .02 47.99 .00 .00 .00	3,159,221.48 97,759.91 242,269.53 142,371.32 401,255.87 475,320.00 17,298.64 .00 101,388.83 1,044.34 115,050.00 12,500.00 12,500.00 162,245.37 5,367.16 10,000.00 61,791.46 2,897.01 2,000.00 3,650.00 2,500.00 4,885.00 28,510.00	6.5% 3.2% 10.3%% 8.18% 7.8%% 14.8% 100.0% 11.7% .0%% 2.4%% 3.5% 3.4%% 2.7%% 2.3% 3.0%
TOTAL PD PATROL	5,525,080	0	5,525,080	471,910.02	3,844.06	5,049,325.92	8.6%



The City of Dalton YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
141504 PD CRIMINAL INVESTIGATION DIV							
141504 000010 SALARIES-REGULAR 141504 000011 SALARIES OVERTIME 141504 000020 FICA 141504 000030 PENSION 141504 000032 PENSION DB PLAN 141504 000040 HOSPITALIZATION I 141504 000045 EE LIFE & DISABIL 141504 000120 TRAINING EXPENSES 141504 000120 TRAINING EXPENSES 141504 000130 VEHICLE EXPENSES 141504 00040 EQUIPMENT MAINT & 141504 000410 GAS & OIL 141504 000410 GAS & OIL 141504 000455 CLEANING ALLOWANC 141504 000455 CLOTHING ALLOWANC 141504 000455 CLOTHING ALLOWANC 141504 00100 OFFICE SUPPLIES 141504 00100 OFFICE SUPPLIES 141504 00110 DUES/FEES/SUBSCRI 141504 001410 DUES/FEES/SUBSCRI 141504 001650 PURCHASE EVIDENCE 141504 001660 COMMUNICATION EQU 141504 001990 MISCELLANEOUS 141504 001990 MISCELLANEOUS	823,000 38,300 67,085 23,900 331,570 86,245 5,050 22,570 30,000 7,000 1,500 19,390 3,000 4,000 9,000 4,000 9,000 4,500 30,000 1,500 5,000 5,000	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	823,000 38,300 67,085 23,900 331,570 86,245 5,050 22,570 30,000 7,000 1,500 19,390 4,000 9,000 4,000 9,000 4,500 30,000 1,500 5,000 5,000	53,917.27 825.58 6,819.75 2,258.71 26,974.34 10,438.00 724.73 22,570.00 5,262.00 173.80 .00 1,202.09 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 2,561.58 .00 .00 .00 .00 .00 .00	769,082.73 37,474.42 60,265.25 21,641.29 304,595.66 75,807.00 4,325.27 .00 22,176.42 6,826.20 1,500.00 18,171.40 3,000.00 4,000.00 9,000.00 4,000.00 4,000.00 1,500.00 4,500.00 1,500.00 4,940.00 213.79	6.6% 2.2% 10.2% 9.5% 8.1% 12.1% 12.1% 12.5% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0
TOTAL PD CRIMINAL INVESTIGATION DIV	1,522,310	0	1,522,310	135,952.48	2,638.09	1,383,719.43	9.1%



The City of Dalton YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
141507 PD SUPPORT SERVICES							
141507 000010 SALARIES-REGULAR 141507 000011 SALARIES OVERTIME 141507 000012 FICA 141507 000020 FICA 141507 000030 PENSION 141507 000032 PENSION - DB PLAN 141507 000040 HOSPITALIZATION I 141507 000040 HOSPITALIZATION I 141507 000060 WORKER COMPENSATI 141507 000120 TRAINING EXPENSES 141507 000130 VEHICLE EXPENSES 141507 000330 UTILITIES 141507 000440 SUPPLIES 141507 000440 SUPPLIES 141507 000450 CLEANING ALLOWANC 141507 000450 CLEANING ALLOWANC 141507 000450 CLEANING ALLOWANC 141507 000450 CLEANING ALLOWANC 141507 000460 UNIFORMS 141507 001010 OFFICE SUPPLIES 141507 00110 OFFICE SUPPLIES 141507 001410 DUES/FEES/SUBSCRI 141507 001415 CREDIT CARD & BAN 141507 001610 APPLICANT TESTING 141507 001880 COMMUNITY SERVICE 141507 001880 COMMUNITY SERVICE 141507 001990 MISCELLANEOUS 141507 001990 MISCELLANEOUS	537,380 7,680 22,005 44,175 17,580 171,950 67,205 3,200 15,775 42,000 2,000 48,000 7,300 3,000 2,400 600 4,000 3,200 600 7,500 12,500 1,500 109,145	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	537,380 7,680 22,005 44,175 17,580 171,950 67,205 3,200 15,775 42,000 2,000 48,000 7,300 3,000 2,400 600 4,000 3,200 2,100 600 7,500 12,500 1,500 109,145	48,549.59 229.83 543.25 5,507.52 1,116.95 12,581.10 4,867.00 456.72 15,775.00 3,539.05 25.00 3,463.09 356.08 .00 .00 .00 .00 .00 .13 .00 .130.00 .130.00 .130.00 .00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	488,830.41 7,450.17 21,461.75 38,667.48 16,463.05 159,368.90 62,338.00 2,743.28 .00 37,810.95 1,975.00 44,536.91 6,897.70 2,964.05 2,400.00 600.00 3,742.11 2,742.20 500.00 1,970.00 599.87 7,500.00 12,500.00 -5,724.75 1,355.50 100,960.18	9.0% 3.0% 2.5% 12.5% 6.4% 7.3% 10.0% 1.3% 10.0% 1.3% 5.5% 1.2% .0% 6.4% 14.3% .0% 6.2% .0% .0% 100.0% 9.6% 7.5%
TOTAL PD SUPPORT SERVICES	1,133,295	0	1,133,295	111,148.86	1,493.38	1,020,652.76	9.9%
TOTAL GENERAL FUND - OPERATING	9,361,265	0	9,361,265	826,972.27	23,501.38	8,510,791.35	9.1%
TOTAL EXPENSES	9,361,265	0	9,361,265	826,972.27	23,501.38	8,510,791.35	
GRAND TOTAL	9,361,265	0	9,361,265	826,972.27	23,501.38	8,510,791.35	9.1%

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The City of Dalton YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0210 CONFISCATED ASSETS	_						
210001 REVENUES	_						
210001 351102 JUSTI FORFEIT JUST 210001 351102 TREAS FORFEIT TREA 210001 351103 STATE DRUG SEIZURE 210001 361100 JUSTI INTEREST JUS 210001 361100 STATE INTEREST EAR 210001 361100 TREAS INTEREST TRE 210001 392100 STATE PROCEEDS FRO	-20,000 -20,000 -60,000 -30 -600 -30 -10,000	0 0 0 0 0 0	-20,000 -20,000 -60,000 -30 -600 -30 -10,000	.00 .00 .00 .00 -62.39 -17.24	.00 .00 .00 .00 .00	-20,000.00 -20,000.00 -60,000.00 -30.00 -537.61 -12.76 -10,000.00	.0% .0% .0% .0% 10.4% 57.5%
TOTAL REVENUES	-110,660	0	-110,660	-79.63	.00	-110,580.37	.1%



The City of Dalton YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
210415 EXPENDITURES							
210415 000070 STATE ADVERTISING 210415 000120 STATE TRAINING EXP 210415 000370 STATE COURT COSTS 210415 001990 JUSTI MISCELLANEOU 210415 001990 STATE MISCELLANEOU 210415 001990 TREAS MISCELLANEOU 210415 021910 STATE COMMUNICATIO 210415 021910 TREAS COMMUNICATIO 210415 039980 JUSTI CAPITAL OUTL 210415 039980 STATE CAPITAL OUTL 210415 039980 TREAS CAPITAL OUTL	2,000 18,000 12,500 200 6,150 400 26,380 100 1,700 37,000 2,300	0 0 0 0 0 0 0	2,000 18,000 12,500 200 6,150 400 26,380 100 1,700 37,000 2,300	.00 .00 .00 .00 .00 .00 .00	.00 .00 .00 .00 .00 .00 .00	2,000.00 18,000.00 12,500.00 200.00 6,150.00 400.00 26,380.00 1,700.00 37,000.00 2,300.00	.0% .0% .0% .0% .0% .0% .0% .0% .0% .0%
TOTAL EXPENDITURES	106,730	0	106,730	.00	.00	106,730.00	.0%
TOTAL CONFISCATED ASSETS	-3,930	0	-3,930	-79.63	.00	-3,850.37	2.0%
TOTAL REVENUES TOTAL EXPENSES	-110,660 106,730	0	-110,660 106,730	-79.63 .00	.00	-110,580.37 106,730.00	
GRAND TOTAL	-3,930	0	-3,930	-79.63	.00	-3,850.37	2.0%

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The City of Dalton YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0370 CAPITAL ACQUISITION FUND							
370005 EXPENDITURES							
370005 001020 445 COMPUTER SOFTW 370005 039990 414 CAPITAL OUTLAY 370005 039990 415 CAPITAL OUTLAY 370005 039990 420 CAPITAL OUTLAY 370005 039990 610 CAPITAL OUTLAY	60,000 295,000 369,450 293,000 175,000	0 0 0 0	60,000 295,000 369,450 293,000 175,000	.00 .00 .00 28,245.00	.00 .00 .00 .00	60,000.00 295,000.00 369,450.00 264,755.00 175,000.00	.0% .0% .0% 9.6% .0%
TOTAL EXPENDITURES	1,192,450	0	1,192,450	28,245.00	.00	1,164,205.00	2.4%
TOTAL CAPITAL ACQUISITION FUND	1,192,450	0	1,192,450	28,245.00	.00	1,164,205.00	2.4%
TOTAL EXPENSES	1,192,450	0	1,192,450	28,245.00	.00	1,164,205.00	
GRAND TOTAL	1,192,450	0	1,192,450	28,245.00	.00	1,164,205.00	2.4%

^{**} END OF REPORT - Generated by Alethea Brown **

DALTON POLICE DEPARTMENT REVENUE ACCOUNT DEPOSITS YEAR-TO-DATE

		369	097				MISCE	LLANEOUS A	CCOUNT 369	9099:			334000	342101		
DATE	392100 392200 GAIN FROM	COPIES/ CRIMINAL HIST.	369098 FALSE ALARM	320505 DEFENSIVE DRIVING	PARADE/ SOUND	TAXI	OPEN	*	GRANT REIM.	GRANT	I. I. TASK FORCE	S. S. TASK FORCE	DALTON PUBLIC	PROPERTY	TOTAL DEPOSIT	
	SALES ON GOV DEALS	Records Unit	GEARS Reports	FEES	CLASS	PERMITS	PERMITS	RECORDS		**	NAME	OVERTIME	OVERTIME ***	SCHOOLS	DAMAGE	TOTAL DEFOSIT
JANUARY																
1/2/2020		60.00					75.00									135.00
1/3/2020				225.00												225.00
1/6/2020							50.00									50.00
1/7/2020		45.00					75.00									120.00
1/9/2020		15.00														15.00
1/10/2020							50.00									50.00
1/14/2020		120.00					25.00									145.00
1/15/2020			600.00	575.00			25.00									1,200.00
1/16/2020	1,650.00	60.00					25.00									1,735.00
1/17/2020		45.00		425.00												470.00
1/21/2020		60.00					50.00									110.00
1/22/2020		30.00														30.00
1/23/2020		60.00					25.00									85.00
1/24/2020		30.00														30.00
1/27/2020		90.00					100.00									190.00
1/28/2020		30.00														30.00
1/31/2020		45.00		150.00			25.00									220.00
																0.00
JANUARY TOTALS	1,650.00	690.00	600.00	1,375.00	0.00	0.00	525.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,840.00
JUS	TICE - Federa	l Forfeiture F	unds:	0.48		GOV I	DEALS	1/16/2020	1,650.00	VEH #	‡ 70-11	GOV	DFALS			
TREA	SURY - Fede	ral Forfeiture	Funds:	27,088.86		SALE OF	ASSETS					SALE OF	GOV DEALS SALE OF ASSETS CELL PHONES NONE			
	State Drug S	eizure Funds:	:	98,123.31									· -			

STATE DRUG SEIZURES (Funds)

Date	Case Number	Remarks	Deposit	Expenditure	January 1, 2020 Starting Balance
					98,123.31
1/29/2020	PO 21019064	Verizon - Nov 10 - Dec 9 Cell Phones		1,830.25	96,293.06
1/31/2020		Interest Credit	62.39		96,355.45
				4	

Federal Forfeitures Fund Treasury Funds

Date	Case Number	Remarks	Deposit	Expenditure	January 1, 2018 Starting Balance
					27,071.62
1/31/2020		Interest Credit	17.24		27,088.86

Federal Forfeitures Fund Justice Funds

Date	Case Number	Remarks	Deposit	Expenditure	January 1, 2020 Starting Balance
					0.48
1/31/2019		Balance			0.48

To: Public Safety Commission

From: Chief Cliff Cason

Date: February 25, 2020

Subject: Written Directive Review

Number	<u>Page</u>	Title/Changes
2.9		Organizational Chart Removed Public Relations Specialist Added SRO Sergeant Re-classified personnel in P&E
2.23	1	Records Management System Renamed policy Updated Revision and Re-evaluation dates Section I – Wording changed Section II – Title changed, wording changed, wording added
	2	Section III (A) – Word added (B) – Word changed Section IV – Word removed, wording changed (A) – Restructured, wording changed (B) – Wording changed (C) – Wording changed (D) – Lettered as a new sub-section, word changed
		Section V – Title changed (A) – Wording changed (A)(1) – Changed to acronym (A)(4) – Wording changed (A)(5) – Wording changed, wording removed (B) – Wording changed (C) – Reworded, wording changed
	3	Section VI – Added sub-section lettering (A) – Wording removed (B) – Word changed Section VII – Added sub-section lettering (B) – Wording changed (C) – Wording changed
	4	Section VIII (A)(1), (2) – Wording changed (A)(3) – Word changed, word removed (A)(4) – Word changed (A)(5) – Wording changed, wording removed (A)(6) – Wording changed (B)(1) – Reworded, wording changed

changed

(B)(2) – Reworded, wording added, wording

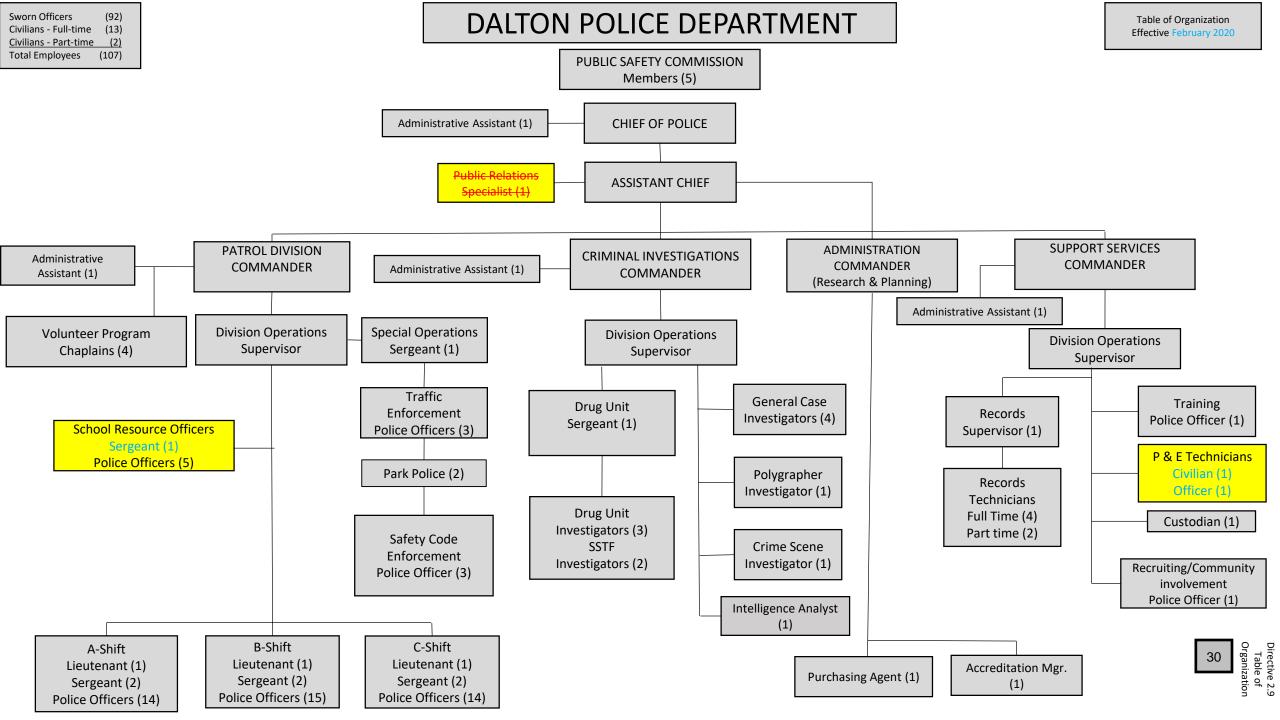
(C)(1), (2) – Wording changed (C)(3) – Word removed

	5	(D)(1) – Wording removed (D)(2) – Word changed (D)(3) – Reworded, word changed (E)(1) – Wording removed (E)(2) – Word changed (F) – Wording changed (G) – Word changed
	6	 (H) – Reworded (H)(5) – Word removed (I) – Reworded, wording changed, wording added (J) – Reworded Section IX – Word added, word changed
	7	(B) – Wording changed, changed to acronym (D)(1), (2) – Wording changed Section X – Added sub-section lettering (A) – Reworded (B) – Wording changed (C) – Reworded Section XI (A) – Wording added (B) – Wording changed, wording added Section XII – Added sub-section lettering (A) – Reworded
	8	(C) – Wording changed (D) – Word changed Section XIII (C) – Word added Section XIV – Changed to acronym
	9	 (A)(2), (3) – Wording changed (A)(5), (6) – Wording changed (B) – Wording added, word changed (C) – Word removed, word changed Section XVI (A) – Wording changed
	10	 (B) – Wording changed, wording removed (C) – Wording changed (C)(3) – Word removed Section XVII (C), (D) – Wording added
3.19	1	Personnel Early Intervention System Updated Revision and Re-evaluation dates Section I – Removed sentence from this section, wording changed Section II – Wording removed, wording changed Section III – Added sub-section lettering and numbering
	2	 (A) – Wording changed (A) (1-5) – Names of forms changed (B) – Wording changed Section IV (A) – Wording changed (B) – Wording removed, word changed (B) (1) – Word changed (B) (3) – Reworded
	3	(D) – Wording changed(E) – Wording changed

(G) – New sub-section
Section V (A) – Wording changed
(B) – Word added
Section VI – Wording removed

4.15

<u>Emergency Vehicle Driving</u> Updated Revision and Re-evaluation dates 1 Section I – Word added Section II – Word changed (A) – Word changed (B)(1), (2) – Word changed (B)(3) – Word added 2



DALTON POLICE DEPARTMENT

	Effective Date	Number
	May 1, 1998	GO89-2.23
Subject		•
Management Information Syst	em / Records Management System	
Reference		Revised
		February 27, 2018 25, 2020
Distribution	Re-evaluation Date	No. Pages
All Personnel	February 27, 2020 2022	14

l. Policy

It is the policy of the Dalton Police Department to operate and maintain various systems designed to manage data, information, and other hardware and computer systems intended for the to assistance to employees in with achieving the Department's mission.

II. MIS IT Department Function

The MIS Unit City of Dalton's Information Technology (IT) Department is responsible for managing the Department's computer systems, serving as system security, and serving as system coordinator. The IT Department It provides information and support to other components of the Department, researches and designs programs for the Department and computer systems, serves as computer coordinator, and responds to user requests and problems regarding hardware and software.

III. <u>Definitions</u>

- A. *User* A person who utilizes the system on a regular basis or makes periodic requests of the system.
- B. Records Management System (RMS) Refers to the computerized system the Department uses to record, catalog, retrieve, and analyze data collected by the agency Department and other sources. The RMS is comprised of combinations of hardware components and application software, but includes all other data gathered by peripheral hardware, software, employee input, and other human and electronic resources.

IV. Administrative Reporting System

The administrative reporting system will provides management with information regarding agency Department activities on a daily, monthly, and annual basis.

A. The shift / section report, a summary of police activity that occurred during the shift, shall be completed at the end of each shift or detail and is a summary of police activity that occurred within that shift and will shall be transmitted via electronic mail and other means, as necessary, to all personnel. The Division Watch

Commander or his / her designee will shall be responsible for this report.

- B. The monthly activity report shall be a summary of agency Department activity and shall include activity totals for criminal activity, service activity, and arrests. This report shall be the responsibility of the Administrative Division Commander, or his / her designee, completed by the Intelligence Analyst and shall be generated through the use of the computer system RMS. This report will shall be transmitted via electronic mail and other means, as necessary, to Department all Supervisors.
- C. An annual summary of comparative data and statistics relating to the various components of the agency Department shall will be compiled by the Assistant Chief of Police. The Chief of Police may use this summary in determining the success of various programs, setting future agency Department goals, and determining budgeting needs.
- D. A schedule of all periodic reports, reviews, and other activities mandated by applicable accreditation standards will shall be maintained by the Chief of Police or his / her designee. The schedule may be reviewed at Command Staff meetings to ensure that all tasks are being completed.

V. Management Information System IT Department Administrative Responsibilities

- A. MIS employees The IT Department shall serve as the day-to-day managers of all agency Department hardware, software, data devices, telephony, and computer-related processes. On-going duties include but are not limited to:
 - 1. Conducting and verifying the Records Management System RMS backup procedures, including at least weekly verification of data integrity.
 - 2. Monitoring systems components for proper configuration, capacity, and function.
 - 3. Contacting and coordinating outside support resources and arranging necessary maintenance, repairs, or upgrades.
 - 4. Managing and completing Help Desk computer work orders and other requests for hardware and software assistance.
 - 5. Performing an annual evaluation of all system components and processes and forwarding any recommendations in writing to the Chief of Police via the chain of command.
- B. The Division Commander of the Support Services Division is responsible for coordinating the activities of MIS personnel designated as the liaison to the IT Department.
- C. All personnel are responsible for helping to ensure the smooth day-to-day operation of the system RMS by notifying the MIS-or designee IT Department of problems and potential problems utilizing a computer work orders or, direct communication in an emergency, direct communication.

VI. Case Numbering System

- A. A single case numbering system is used by the Whitfield County 911 Center for all case numbers that are assigned to personnel of the Dalton Police Department. Unique case numbers are assigned in sequential numerical order by dispatchers through a Computer Aided Dispatch (CAD) system. Case numbers are not omitted or duplicated. If a case number is canceled, a record of the cancelation shall be made in the CAD system.
- B. Case numbers will shall have eight (8) digits. The first two (2) digits represent the year, followed by a dash. The remaining numbers are the generated case number. For example, the first case number assigned in 2012 was 12-000001. The next case number was 12-000002, etc.

VII. Status of Reports

- A. After a report has been reviewed and approved by a Supervisor, it shall be submitted to the Records Section no later than the next business day.
- B. The Support Services Operations Supervisor or his / her designee Records Section shall use a CAD Case Report Summary printout to compare the case number against the Daily Work Allocation Report to ensure that the original report has been received by the Records Section.
- C. During the approval process, a Supervisor may assign a case for further investigation. The name of the Officer / Investigator assigned for follow-up will shall be entered into RMS. Supervisors shall enter the deadline a due date into the RMS for a status update within ten (10) days of the assigned date. The Officer will shall be responsible for reviewing the case and submitting a status update before the deadline due date. Supervisors shall be responsible for ensuring assigned cases are updated according to the prescribed schedule and all follow-up reports are submitted in a timely manner.

VIII. Data Entry

A. Incident Reports

- Law incident reports shall be accurately entered into the Records Management System (RMS). Reports should shall be completed in a timely manner, either during or shortly after the shift on which the incident was reported. Supplemental reports will shall be entered by the appropriate Officer or Investigator during follow-up.
- 2. All documents, images, or electronic files will preferably shall be added to the RMS and linked to the correct law incident report(s), or, in some cases, entered into the Property and Evidence Section.
- 3. Original and supplemental reports will shall be reviewed by the appropriate Department Supervisor as soon as possible after submission. Supervisors

shall return the report to the originating Officer for correction if there are errors.

- 4. Upon final approval, the Supervisor will shall electronically forward all reports to the Records Section.
- The Records Section shall audit all reports for accuracy, completeness, and UCR and/or NIBRS compatibility. If discrepancies are noted that need correction by the Officer, the Records Section will shall notify the Officer through the chain of command.
- 6. Upon final completion, the Records Section will shall move each report to the partitioned area of the system RMS to maintain long-term integrity and guard against accidental changes. All partitioned reports should shall be visible to Department members based on normal user permissions, but in a read-only capacity. Reports may be moved out of the partitioned area for further processing at the discretion of a Division Commander.
- 7. At the discretion of the Chief of Police, certain reports may be temporarily locked from general view during an active investigation.

B. Traffic Collision Reports

- 1. Traffic collision reports shall be completed accurately by the investigating Officer using the current State and departmentally approved reporting system Georgia Electronic Accident Reporting System (GEARS). Reports should shall be completed in a timely manner, either during or shortly after the shift on which the incident collision was reported.
- 2. Supervisors shall be responsible for reviewing each traffic collision report for accuracy and completeness. Supervisors should shall review and approve or disapprove each report, rejecting reports with errors back to the Officer for correction. The reports will be are maintained on the approved record maintenance system within the GEARS database.

C. Field Interview Reports

- 1. Field Interview Reports (FIR) will shall be entered accurately into the RMS by the originating Officer / Investigator during their his / her tour of duty.
- Supervisors shall be responsible for reviewing each FIR for accuracy and completeness. Upon approval, the FIR should shall be forwarded electronically to the Records Section.
- 3. The Records Section shall be responsible for auditing all FIRs for accuracy, notifying the Officer / Investigator's Supervisor of any errors.

D. Traffic Citations

- 1. Dalton Police Officers are responsible for accurately entering traffic citation information into the appropriate citation software, which forwards the citation automatically to the RMS via the designated manner.
- 2. With Supervisor approval, Officers may issue paper citations, which will shall be forwarded to the Records Section. The Records Section is responsible for manually entering paper citation data into the RMS.
- 3. The Records Section shall review each citation and written warning submitted to the RMS and verify that the offense location is properly geocoded. The Support Services Operations Supervisor, or his / her designee, Records Section shall will coordinate with the Division Commander and / or GIS Analyst IT Department if assistance is needed in verifying the location or other data.

E. Data Entry Standards

- Data entered into all Police Department paper and electronic records must comply with the Data Entry Standards outlined in Appendix A. (Data Entry Standards).
- 2. Every Supervisor and Manager in the agency Department is responsible for ensuring that data is accurate, as complete as possible, and in conformance with the Data Entry Standards.
- F. Evidence and Property Data Entry

A Property and Evidence Custodian Technician (PET) shall be responsible for the entry of all evidence and property records within twenty-four (24) hours after having received them.

G. Training Data Entry

The Training Unit Coordinator shall be responsible for the entry of all academy / technical training, formal education, and various qualifications and certifications after having received a record of said training or qualification.

H. Personnel Data Entry

The Administrative Assistant to the Chief of Police's Administrative Assistant is responsible for accurate entry into the RMS of all personnel data, including but not limited to:

- 1. Commendations / Awards
- 2. Promotions
- Disciplinary action
- 4. Assignments and transfers

RESTRICTED LAW ENFORCEMENT DATA

- 5. Payroll changes, and
- 6. Personal information
- I. Issued Equipment Entry

A Property and Evidence Custodian PETs are is responsible for accurate entry into the RMS of all Department and individual-issued property and equipment.

J. Vehicle Fleet Data

A Property and Evidence Custodian is PETs are responsible for the accurate entry into the RMS of all vehicle fleet maintenance, repair, and fuel usage data.

IX. Accountability for Traffic Citations

Traffic citations shall be accounted for from the point of issuance to the individual Officers through final adjudication by the court.

A. Issuance of Manual Citation Books

After the issuance of a manual citation book, the Officer shall initiate a record of the citation book to include citation numbers, Officer's name, and the date issued. After completion, the record shall be turned into a Supervisor for approval.

B. Issuance of Electronic Citations

The department's MIS Unit will IT Department shall be responsible for assigning ticket ranges for the electronic citation system. Electronic citation numbers are issued to Officers at the point of submission and then uploaded into the Records Management System RMS.

C. Citation Audits

- A documented citation audit shall be conducted annually by the Patrol Division Commander or his / her designee. The audit shall consist of a sufficient representative sample of electronic and manual citations to ensure citations are accounted for.
- 2. If deemed necessary, the Chief of Police or Patrol Division Commander may direct any additional audits to be conducted on electronic or manual citations.
- 3. Lost or stolen citations shall be reported to the Patrol Division Commander via written memorandum.
- 4. The Patrol Division Commander shall make every effort to locate the citation(s) and, if not found, shall prepare a memorandum to the Chief of Police.

5. The memorandum shall list the citation number(s), results and explanation of the investigation of the lost or stolen citation(s), and actions taken.

D. Security of citations

- 1. All un-issued electronic citations will shall be password protected and maintained by the MIS unit IT Department until issued.
- 2. All un-issued manual citations will shall be maintained in a secure area, accessible to Supervisors, until time of issuance.

X. Privacy and Security of Central Records

- A. Designated hard copy agency Department records in hard copy shall will be maintained in the Records Section with accessibility for operations personnel, 24 hours a day.
- B. Electronic agency Department records are accessible to agency personnel employees at all times, via the Department's RMS, with security access and limitations inherent within each user's log-in and password. Passwords shall be in compliance with the standards as determined by the Support Services Division Commander.
- C. Physical access to the Records Section is controlled through an electronic keypad controlled access, limited to employees and contractors with a legitimate need for access.

XI. Release of Agency Records

- A. Persons requesting information and / or records shall make the request by telephone, by mail (electronically or digitally), or in person at the Records Section window located on the first floor of the Department.
- B. Records will shall be released in accordance with Georgia's Open Records Act. If a question arises concerning the release of records, the Support Services Division Commander will shall make the determination as to the release and is authorized to seek guidance from the City Attorney regarding compliance with the Georgia Open Records Act.

XII. <u>Distribution of Reports / Records</u>

- A. Incident and supplemental reports are completed in RMS and are stored electronically. Traffic collision Accident reports will be are completed and stored within the departmentally approved RMS GEARS system.
- B. Copies of originals or computer-printed copies shall be used when records are requested. Exceptions are for confidential investigations, until such time as the investigation is completed.
- C. The Department also participates in the Georgia Uniform Crime Reporting National Incident-Based Reporting System (NIBRS) program. The records

- gathered are submitted electronically to the Georgia Federal Bureau of Investigation's Uniform Crime Reporting Unit NIBRS program.
- D. Anytime an employee completes a report of a juvenile or adult that needs follow-up action by the Department of Family and Children Services or Adult Protective Services, the employee will shall fax or email the report to the appropriate agency utilizing an agency fax machine or device.

XIII. Criminal History Records

The computerized criminal history files for the State of Georgia are maintained by the Georgia Crime Information Center (GCIC). At the Department, criminal history records are generated within the Records Section, the Patrol Division, and the Criminal Investigations Division. All areas have controlled access, and each computer with access to GCIC must be accessed via a username and password. It is the responsibility of all personnel accessing GCIC criminal history records to ensure that the records are disseminated properly. The following reflects the various situations in which criminal histories may be obtained:

- A. Officers may receive criminal histories for investigative purposes.
- B. With a signed consent form, criminal histories are generated for:
 - 1. All persons who desire to participate in the Ride-Along Program or the Citizen's Police Academy.
 - 2. Persons who wish to have a copy of their own criminal history.
- C. With a signed Open Records Request form, persons can receive limited criminal histories on other persons.

XIV. Security of the Central Records Computer System

To ensure the integrity of the Department's Records Management System RMS and all associated electronic data stored on-site, the Department has developed on-going security processes.

- Storage / System Backup
 - 1. The Department's computer servers are securely stored within the "Server Room" located in the Records Section. Limited authorized access is controlled through a keypad entry to the room.
 - The IT Department MIS personnel shall back up the Records Management
 System RMS on a regular daily basis or more often, as necessary.
 - 3. The backup will shall be completed within the guidelines of the proper electronic processes, and that backup shall be transferred to a backup medium and server.

- 4. At least one full backup shall be transported to and stored in a bank safe deposit box on a weekly basis.
- 5. MIS personnel The IT Department, the Support Services Operations Supervisor, and other personnel designated by the Chief of Police shall have access to the bank safe deposit box.
- 6. On a weekly basis, MIS personnel the IT Department shall will verify that the backup procedure was successful.

B. System Access Security

The Records Management System has controlled access via an employee-specific user name and password. Passwords shall not be shared with anyone other than members of the IT Department. The level of access an employee has within the Records Management System coincides with the individual's position in the agency Department.

C. Password Audits

At least annually, the Support Services Division Commander or his / her designee shall conduct an audit of all usernames and passwords. This audit will serves to maintain the integrity of the system and the security of the records contained in the system.

XV. Off-Site Electronic Data Storage

In instances where electronic data is stored off-site using an outside service provider (i.e. PowerDMS, Guardian Tracking), the Department shall establish a written agreement with the service provider to address the following:

- A. Data Ownership
- B. Data Sharing, Access and Security
- C. Loss of Data, Irregularities and Recovery
- D. Data Retention and Redundancy
- E. Required Reports (if any)
- F. Special Logistical Requirements and Financial Arrangements

XVI. Disaster Recovery

A. In the event of a total or partial failure of data, hardware, or systems, the MIS personnel IT Department will shall take immediate action to restore systems, data, and all functions. After conferring with the Chief of Police or his / her designee, MIS personnel are the IT Department is authorized to contact outside resources, if needed.

- B. The MIS personnel IT Department shall be responsible for providing a written report of all hardware, software, and system process failures to the Chief of Police. through the chain of command. This report should include, at a minimum:
 - 1. Diagnosis of the problem(s) and cause(s)
 - 2. The area(s) and / or function(s) affected
 - 3. Steps taken to correct the problem and resume operations
 - 4. Recommendations on how to avoid the problem or failure from recurring.
- C. The MIS personnel IT Department shall be responsible for developing and maintaining a written Disaster Recovery Plan that outlines the following:
 - 1. Detailed description of the Department computer system backup procedures
 - 2. Detailed description of any offsite data storage procedures, including the physical location and method and frequency of data transfer
 - 3. Schematic mapping of all police Department network operations, including all connections with Department mobile units and locations outside the Police Services Center (City Hall, other departments, etc.).

XVII. Internal Records Maintained Outside of the Records Section

Most reports generated by the Department are maintained in the Records Section. Some records, usually those of an administrative or confidential nature or containing such information that renders them more appropriately stored in a specific unit or section, are maintained by various operational components and outside of the Records Section. These records include, but are not limited to, the following:

- A. Office of the Chief of Police Personnel files, personal correspondence files, grievance files, disciplinary records, and critical incident review files.
- B. Criminal Investigations Division Investigative case files and Confidential Informant files.
- C. Support Services Division Professional Standards files, use of force reports, employment testing materials, and training records.
- Patrol Division Selective traffic enforcement records, active extra patrols, radar / laser records, completed ride-along forms, and completed off-duty / extra-duty applications.

This policy supersedes any policies previously issued.

BY ORDER OF

CHIEF OF POLICE	

APPENDIX A

Dalton Police Department Data Entry Standards

All Dalton Police Department personnel shall use the standards and procedures set forth in this document for data entry to enhance accuracy and minimize the duplication of records and data in the system.

All entries made into the system will be made in Upper Case format.

Name Entry Standard

All names shall be entered with as much information as possible (e.g. Last, First, Middle, and Name Suffix). Full Legal Name, if known, shall be used at all times. Abbreviated versions or nicknames shall be listed as an alias to the real name. If parts of the name or other fields are unknown, leave the field blank. Do not enter UNK or NMN in any name field. Middle Initials are permitted, but do not use punctuation. No punctuation is to be used in the name fields except for hyphens and only under special circumstances.

Example:	Last	First	Middle
Correct	SMITH	RONALD	THOMAS
Correct	SMITH	RONALD	Т
Incorrect	SMITH	RON	
Incorrect	SMITH	RONALD	T.

Name suffixes

Name suffixes shall not be entered in the last name field. This information will be entered in the suffix name field which is located directly after the middle name field.

Titles

Titles such as Doctor, Professor, Officer, Deputy, etc. shall not be entered in a name field. The suffix field may be used for titles. Abbreviations for titles are acceptable without the use of punctuation. Examples: MD, PHD, OFF, DEP

If the individual has both a professional title and suffix, the suffix shall be placed in the suffix field and the professional title in the comments field.

Multiple Surnames

If the legal name is hyphenated, enter the hyphenated name into the data field. The hyphen shall be placed between the two last names. Variations of the name can be added as aliases.

Example:

Correct Entry:

Real Name Screen	RODRIGUEZ-VASQUEZ	JOSE	ANGEL
1 ST Alias	RODRIGUEZ	JOSE	ANGEL
2 ND Alias	VASQUEZ	JOSE	ANGEL

Incorrect Entry	RODRIGUEZVASQUEZ	JOSE	ANGEL
Incorrect Entry	RODRIGUEZ GONZALES	JOSE	ANGEL

Correct Entry:

Real Name Screen	SIMPSON-FIELDS	SHARON	Α
1 ST Alias	SIMPSON	SHARON	Α
2 ND Alias	FIELDS	SHARON	Α

Incorrect Entry SIMPSONFIELDS SHARON A Incorrect Entry SIMPSON FIELDS SHARON A

Names with Apostrophes

Names with apostrophes shall be entered with no apostrophe and no space between the letters. The name shall be entered as a single word.

(OBRIEN and ONEIL should be used instead of O'BRIEN and O'NEIL.)

Compound Names

Compound names shall be entered without spaces. For example, DE LA ROSA shall be entered as DELAROSA, ST. MARIE shall be entered as STMARIE, and VAN HOOSER as VANHOOSER. No punctuation is permitted with compound names.

Alias Entry Standard

Correct Entry:

A separate alias name record shall be created for any name other that the person's legal name. The alias entry shall only contain data in the name field, DOB field, and the SSN field.

An alias should only be entered when the entry person can absolutely state that the name in question refers to the same individual.

Business Name Entry Standard

Enter the name of a business in the last name field only. The word "The" shall be eliminated at the start of the business name for entry into the system. Omit corporate designations, such as INC, CO, and punctuation. Hyphens and ampersands (&) shall be used if they are part of the official name of the business.

Example:

Corroot Entry.		
Last: HOUSE OF PAIN	First:	Mid:
Incorrect Entry:		
Last: THE HOUSE OF PAIN	First:	Mid:
Incorrect Entry:		
Last: HOUSE OF	First: PAIN	Mid:

The ampersand (&) shall not be used to replace the "and" in business names, but may be used if the ampersand is a valid part of a business name. If used, the ampersand (&) shall have a space on either side of the ampersand character.

Example:

Correct Entry:

Last: BB & T First: Mid:

Incorrect Entry:

Last: BB&T First: Mid:

Business names that are numbers shall be entered as numbers. For example, HIGHWAY 5 CONSTRUCTION, 7-11, ABC 123, are all acceptable methods of entry.

Doctors, Dentists, and Attorney's (the business, not the individual will be entered completely in the last name field. These names should not have any character inserted into the data field.

MARK H LEOPOLD DDS GARY R DONATH MD

Address Entry Standard

Whenever possible, obtain a street address for all names that are entered into the system. A mailing address is the next best option. If both addresses are to be entered, the street address shall be entered into the address field and mailing address shall be added to the comments field. If the mailing address is a post office box, the designated abbreviation is PO BOX 123.

Standards for address entry into the system are based on the U.S. Postal Services Standardized Addressing Guidelines.

Address Parts

Address shall be in this order: House Number, direction, street name, and street type.

Examples: 1505 W WALNUT AVE

2759 N CEDAR ST

APT, ROOM, SUITE, BUILDING shall not be entered into the address. Simply replace the designation with a semicolon (;) and include the numerical value.

A semi-colon (;) shall be added after the street type for additional identifiers to the address, such as building number, apartment number, etc.

Examples: 1505 W WALNUT AVE; 123

2759 N CEDAR ST; B

Street Names

All street names will be listed with complete names. No abbreviations shall be used. WAL is not an acceptable for WALNUT AVE.

All numbered streets shall use the numeric symbol. FIRST ST is not acceptable for 1^{ST} ST. FIFTH AVE is not acceptable for 5^{TH} AVE.

Fractional Addresses

Enter all fractional addresses as a fraction. (1/2, 2/3)

Intersections

Use a slash (/) to indicate an intersection such as HWY 52/AIRPORT RD

City Names

No abbreviations should be used for city names. DAL is not acceptable for DALTON.

Street Extensions

The following abbreviations are to be used:

ALY	Avenue	AVE
BLVD	Circle	CIR
CT	Crossing	XING
DR	Highway	HWY
HTS	Lane	LN
LP	Mountain	MTN
PKY	Place	PL
PO BOX	Point	PT
RDG	Road	RD
SR	Street	ST
TER	Way	WY
N	Northeast	NE
E	Northwest	NW
S	Southeast	SE
W	Southwest	SW
	BLVD CT DR HTS LP PKY PO BOX RDG SR TER N E	BLVD Circle CT Crossing DR Highway HTS Lane LP Mountain PKY Place PO BOX Point RDG Road SR Street TER Way N Northeast E Northwest S Southeast

DALTON POLICE DEPARTMENT

	Effective Date March 27, 2012	Number GO12-3.19
Subject		
Personnel Early Intervention	System	
Reference		Revised
		February 27, 2018 25, 2020
Distribution	Re-evaluation Date	No. Pages
All Personnel	February 27, 2020 2022	3

I. Policy

It is the policy of the Dalton Police Department to maintain a comprehensive personnel early intervention system. This system will shall alert the Agency Department when an employee has committed an act or acts that may indicate the employee has a potential problem, which, if not corrected, could adversely affect the operations of the a well-managed law enforcement agency.

Failure to utilize any of the steps of this policy does not preclude or exempt an employee from disciplinary action.

II. Purpose

The purpose of the <u>Dalton Police</u> Department's personnel early intervention system is to assist the Department in identifying those employees who may require agency intervention efforts in order to afford them an opportunity to meet the agency's Department's values and mission statement.

III. Procedures

- A. Positive and negative behavior and performance indicators of employees will shall be documented and a record maintained. The following documentation will shall be forwarded to the Support Services Division to be entered into Guardian Tracking:
 - A.1. Use of Force Reports Supervisory Reviews of Use of Force
 - B.2. Employee Inquiries Completed Inquiry Reviews
 - C.3. Employee Complaints Completed Complaint Reviews
 - D.4. Vehicle Pursuit Reports Supervisory Reviews of Vehicle Pursuits
 - E.5. Departmental Vehicle Crashes Accident Review Committee Reports

B. The thresholds for each category will shall be established by the Chief of Police or his / her designee. If an employee meets or exceeds a threshold in any of the listed categories, the employee's actions will shall be reviewed, based on current patterns of collected material, by the appropriate Supervisor(s).

IV. Supervisory Review

- A. When an employee meets or exceeds the threshold for a review, the Guardian Tracking system will display an "Intervention" tab. This tab will shall be viewable by all supervisory personnel within the employee's chain of command until a response is made. This flag will shall not be viewable by the individual employee until a final approval and determination of action is made.
- B. Upon notice of the review, one of the employee's direct supervisors shall conduct a review and then provide an "Early Intervention Response" in Guardian Tracking that corresponds to the type of early intervention triggered. This response shall determine whether any remedial action or prevention methods are necessary. The review process should shall consist of the following.
 - 1. All incidents which that activated the intervention
 - 2. At least six months of the employee's performance records
 - The Supervisor's personal knowledge about and observations about of the employee
 - 4. An interview with the employee (if warranted)
- C. Recommendations may include, but are not limited to, the following:
 - 1. Remedial training
 - 2. Re-assignment or transfer to alternate position
 - 3. Disciplinary action
 - 4. Referral to EAP (Employee Assistance Program)
 - 5. Continued monitoring of employee
 - 6. No corrective action needed
- D. After the employee's direct Supervisor has reviewed the early intervention information and provided the appropriate "Early Intervention Response," the Division Operations Supervisor from the employee's Division shall also review the early intervention information. This review should shall include—at minimum—a review of all incidents which that activated the intervention plus at least six months of the employee's performance records.

- E. The Division Operations Supervisor will shall then create a "sub-entry" in the Guardian Tracking system regarding the review. This sub-entry should shall be linked to the previous Supervisor's response to the early intervention.
- F. Once both supervisory reviews are completed, the Division Commander of the employee shall be responsible for final approval of the Early Intervention Response and any sub-entries entered by the employee's Supervisors. The Division Commander is also responsible for ensuring that any necessary follow-up takes place and that all recommended actions are fulfilled.
- G. Failure to utilize any of the steps of this policy does not preclude or exempt an employee from disciplinary action.

V. Post Intervention Monitoring

- A. If warranted, the direct Supervisor of the employee will shall monitor the employee after the initial intervention process. Monitoring activity will shall be documented as a "sub-entry" to the original "Early Intervention Response" entry.
- B. Supervisors shall recommend a different intervention process if the first proves unsuccessful.

VI. Employee Assistance

The Dalton Police Department is committed to assisting its employees through a variety of initiatives. All Supervisors are encouraged to provide information to all employees for the Employee Assistance Program when they feel some type of intervention is warranted.

VII. Annual Evaluation

On an annual basis, the Support Services Division Commander shall complete a documented evaluation of the Personnel Early Intervention System. After completion, the evaluation shall be forwarded to the Chief of Police.

BY ORDER OF
CHIEF OF POLICE

This policy supersedes any previous policies issued.

DALTON POLICE DEPARTMENT

	Effective Date	Number
	May 1, 1998	GO88-4.15
Subject		
Emergency Vehicle Driving		
Reference		Revised
		February 27, 2018 25, 2020
Distribution	Re-evaluation Date	No. Pages
All Personnel	February 2020 2022	2

l. Policy

It is the policy of the Dalton Police Department that employees shall exercise due regard for their safety and others when operating police vehicles in emergency situations.

II. Response Types

The seriousness of the call shall will dictate whether the call should be handled as non-emergency or emergency. Supervisors shall monitor Officers' responses and control the number of units responding to emergencies. Supervisors shall upgrade or downgrade emergency responses by Officers as they deem necessary.

A. Non-emergency

Officers should proceed immediately to the location of the call, adhere to traffic laws, and be courteous to other users of the road. Emergency lights and siren will shall not be used on non-emergency calls.

B. Emergency

Emergencies include situations in which life is in danger, physical harm is occurring or is imminent, or any other situation in which public safety is potentially in jeopardy. No set of guidelines can possibly define every emergency an Officer may encounter, and, for that reason, deciding whether a situation is an emergency must be left to each Officer based on the facts and circumstances known to the Officer or relayed through other means, such as another Officer, a dispatcher, or a Supervisor.

- 1. Officers will shall respond immediately to the location of the call while operating the vehicle with due regard for the safety of all persons.
- 2. Emergency lights and siren will shall be used on emergency calls, except the Officer should use discretion and discontinue use before arrival at some calls if continued use might endanger a citizen or responding Officer.

- 3. Officers may exceed the speed limit but shall exercise good judgment and take into consideration traffic and road conditions.
- 4. Officers may proceed past a stop signal or stop sign, but only after slowing or stopping the vehicle as necessary for safe operation.
- 5. Officers may fluctuate the sound of the siren so it may be heard better.
- 6. Officers should not drive up immediately behind another vehicle and sound the siren.
- 7. Officers should not pass on the right side of a vehicle, except when absolutely necessary.
- 8. Officers should remain mindful of road, weather, and traffic conditions.

This policy supersedes any previous policies issued.

BY ORDER OF

CHIEF OF POLICE

DALTON FIRE DEPARTMENT

TODD PANGLE

Fire Chief Telephone 706-278-7363 Fax 706-272-7107 tpangle@daltonga.gov 404 School Street Dalton, GA 30720



PUBLIC SAFETY COMMISSION

Bill Weaver Keith Whitworth Terry Mathis Kenneth E. Willis Anthony Walker

Monthly Synopsis January 2020

Incident Response

Category	Responses	<u>Percentage</u>
Fire	10	3.18%
Overpressure Rupture, Overhea	at 3	0.95%
Rescue/Medical	207	65.92%
Hazardous Condition	4	1.27%
Service Call	8	2.54%
Good Intent	44	14.01%
False Alarm	38	12.10%

Total Responses 314

Average Response Time 3:26

Estimated Loss \$303,550

Incident Type Report (Monthly Summary)

T		Pct of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losses
1 Fire	2	0.050	4201 000	00 1 5 9
111 Building fire	3	0.95%	\$301,000	99.15%
113 Cooking fire, confined to container 130 Mobile property (vehicle) fire, Other	1 1	0.31% 0.31%	\$150 \$0	0.046
131 Passenger vehicle fire	2	0.63%	\$2 , 400	0.79%
151 Outside rubbish, trash or waste fire	3	0.95%	\$0	0.00%
	10	3.18%	\$303,550	99.99%
2 Overpressure Rupture, Explosion, Overheat(no	fire)			
251 Excessive heat, scorch burns with no	3	0.95%	\$0	0.00%
	3	0.95%	\$0	0.00%
2 Paggue (Emergency Medical Convice Incident				
3 Rescue & Emergency Medical Service Incident 311 Medical assist, assist EMS crew	181	57.64%	\$0	0.00%
322 Motor vehicle accident with injuries	15	4.77%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	2	0.63%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	9	2.86%	\$0	0.00%
	207	65.92%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	0.63%	\$0	0.00%
442 Overheated motor	1	0.31%	\$0	0.00%
460 Accident, potential accident, Other	1	0.31%	\$0	0.00%
	4	1.27 %	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.31%	\$0	0.00%
551 Assist police or other governmental agency	2	0.63%	\$0	0.00%
553 Public service	3	0.95%	\$0	0.00%
554 Assist invalid	1	0.31%	\$0	0.00%
561 Unauthorized burning	1	0.31%	\$0 	0.00%
	8	2.54 %	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.31%	\$0	0.00%
611 Dispatched & cancelled en route	30	9.55%	\$0	0.00%
622 No Incident found on arrival at dispatch	5	1.59%	\$0	0.00%

Incident Type Report (Monthly Summary)

Alarm Date Between {01/01/2020} And {01/31/2020}

		Pct of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losses
6 Good Intent Call				
651 Smoke scare, odor of smoke	4	1.27%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	1	0.31%	\$0	0.00%
671 HazMat release investigation w/no HazMat	3	0.95%	\$0	0.00%
	44	14.01%	\$0	0.00%
7 False Alarm & False Call				
715 Local alarm system, malicious false alarm	1	0.31%	\$0	0.00%
733 Smoke detector activation due to	2	0.63%	\$0	0.00%
735 Alarm system sounded due to malfunction	7	2.22%	\$0	0.00%
743 Smoke detector activation, no fire -	12	3.82%	\$0	0.00%
744 Detector activation, no fire -	3	0.95%	\$0	0.00%
745 Alarm system activation, no fire -	13	4.14%	\$0	0.00%
	38	12.10%	\$0	0.00%

Total Incident Count: 314 Total Est Loss: \$303,550

DALTON

Dollar Value Saved & Loss Analysis (Monthly)

Alarm Date Between {01/01/2020} And {01/31/2020}

		Total	Total	Total 1	Percent	Percent
Incident Type	Count	Values	Losses	Saved	Lost	Saved
111 Building fire	3	\$22,160,000	\$301,000	\$21,859,000	1.36%	98.64%
113 Cooking fire, confined	1	\$150	\$150	\$0	100.00%	0.00%
131 Passenger vehicle fire	2	\$17,000	\$2,400	\$14,600	14.12%	85.88%
Grand Totals		\$22,177,150	\$303,550	\$21,873,600	- I	

Total Percent Lost: 1.37 % Total Percent Saved: 98.63 %

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Incident List by Incident Number w/Est Loss (Month)

Incident j	Exp Alm Date	Time	Location	Incident Type	Est Loss
20-0000001	0 01/01/2020	00:14:13 820	Beirut	311 Medical assist, assist EMS crew	
20-0000002	0 01/01/2020	00:44:10 70	Holland	311 Medical assist, assist EMS crew	
20-0000003	0 01/01/2020	01:33:17 220	1 Chattanooga	311 Medical assist, assist EMS crew	
20-0000004	0 01/01/2020	04:12:49 21	Easterling (North)	311 Medical assist, assist EMS crew	
20-0000005	0 01/01/2020	05:09:40 130	2 Underwood	311 Medical assist, assist EMS crew	
20-0000006	0 01/01/2020	07:11:34 170	0 North Summit	311 Medical assist, assist EMS crew	
20-0000007	0 01/01/2020	08:05:26 475	Reed	735 Alarm system sounded due to	
20-0000008	0 01/01/2020	11:16:19 508	Rainsong	611 Dispatched & cancelled en route	
20-0000009	0 01/01/2020	17:27:04 265	0 Abutment	735 Alarm system sounded due to	
20-0000010	0 01/01/2020	18:07:49 938	Market	311 Medical assist, assist EMS crew	
20-0000011	0 01/01/2020	19:26:13	I-75 N. Bound	322 Motor vehicle accident with	
20-0000012	0 01/01/2020	22:09:10 113	6 Willowdale	311 Medical assist, assist EMS crew	
20-0000013	0 01/01/2020	22:57:54 914	Liddell	311 Medical assist, assist EMS crew	
20-0000014	0 01/02/2020	00:33:21 110	2 Waugh (West)	745 Alarm system activation, no fire -	
20-0000015	0 01/02/2020	03:14:12 612	Boundary (west)	311 Medical assist, assist EMS crew	
20-0000016	0 01/02/2020	04:55:24 110	2 Waugh (West)	611 Dispatched & cancelled en route	
20-0000017	0 01/02/2020	07:39:53 113	6 Willowdale	311 Medical assist, assist EMS crew	
20-0000018	0 01/02/2020	10:56:03	Walnut (West)	324 Motor Vehicle Accident with no	
20-0000019	0 01/02/2020	11:59:26 110	8 Lakemont	311 Medical assist, assist EMS crew	
20-0000021	0 01/02/2020	15:11:20 110	0 Walnut (East)	311 Medical assist, assist EMS crew	
20-0000022	0 01/02/2020	15:12:58	Emery (East)	322 Motor vehicle accident with	
20-0000023	0 01/02/2020	16:28:59 412	Wrinkle	311 Medical assist, assist EMS crew	
20-0000024	0 01/02/2020	18:14:00	Tibbs (South)	322 Motor vehicle accident with	
20-0000025	0 01/02/2020	19:05:19 98	Walnut (West)	735 Alarm system sounded due to	
20-0000026	0 01/02/2020	19:24:41 815	Shugart	671 HazMat release investigation w/no	
20-0000027	0 01/02/2020	19:44:02 400	Thornton (North)	311 Medical assist, assist EMS crew	
20-0000028	0 01/02/2020	20:42:04 433	Eleventh	311 Medical assist, assist EMS crew	
20-0000029	0 01/02/2020	22:25:01 193	3	311 Medical assist, assist EMS crew	
20-0000030	0 01/03/2020	11:19:05 223	Griffin	671 HazMat release investigation w/no	
20-0000031	0 01/03/2020	11:42:50 12:	8 Broadrick	311 Medical assist, assist EMS crew	

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Incident List by Incident Number w/Est Loss (Month)

Incident E	Exp Alm Date	Time		Location	Incident Type	Est Loss
20-0000032	0 01/03/2020	12:04:14		College	622 No Incident found on arrival at	
20-0000033	0 01/03/2020	13:44:12	101	Walnut (West)	671 HazMat release investigation w/no	
20-0000034	0 01/03/2020	14:04:36	310	Chestnut	311 Medical assist, assist EMS crew	
20-0000035	0 01/03/2020	14:09:42	2545	Walnut (East)	611 Dispatched & cancelled en route	
20-0000036	0 01/03/2020	15:29:08	1908	Canterbury	311 Medical assist, assist EMS crew	
20-0000037	0 01/03/2020	17:00:09		Chattanooga	561 Unauthorized burning	
20-0000038	0 01/03/2020	17:59:20	1108	Walston	311 Medical assist, assist EMS crew	
20-0000039	0 01/03/2020	19:38:19	501	Red Bird	311 Medical assist, assist EMS crew	
20-0000040	0 01/03/2020	22:28:57	1212	Elkwood	311 Medical assist, assist EMS crew	
20-0000041	0 01/03/2020		729	Tyler (West)	311 Medical assist, assist EMS crew	
20-0000042	0 01/04/2020	04:13:29	1001	Glenwood (North)	311 Medical assist, assist EMS crew	
20-0000043	0 01/04/2020	12:45:05	1218	Broadrick	311 Medical assist, assist EMS crew	
20-0000044	0 01/04/2020	13:08:39	1257	Glenwood (North)	611 Dispatched & cancelled en route	
20-0000045	0 01/05/2020		1306	Underwood	111 Building fire	\$290 , 000
20-0000046	0 01/05/2020		500	Dawn	311 Medical assist, assist EMS crew	
20-0000047	0 01/05/2020	10:30:01	1414	Elite	311 Medical assist, assist EMS crew	
20-0000048	0 01/05/2020	10:46:06	1306	Woodsdale	311 Medical assist, assist EMS crew	
20-0000049	0 01/05/2020	13:55:07	1306	Underwood	652 Steam, vapor, fog or dust thought	
20-0000050	0 01/05/2020	15:02:38	321	Spencer (North)	311 Medical assist, assist EMS crew	
20-0000051	0 01/05/2020	16:19:39	2150	Arbordale	311 Medical assist, assist EMS crew	
20-0000052	0 01/05/2020	16:48:16	1320	Winton	251 Excessive heat, scorch burns with	
20-0000053	0 01/05/2020		808	Walnut Square	130 Mobile property (vehicle) fire,	
20-0000054	0 01/05/2020	20:22:22	451	American	311 Medical assist, assist EMS crew	
20-0000055	0 01/06/2020	00:02:38	1905	Sourwood	311 Medical assist, assist EMS crew	
20-0000056	0 01/06/2020	02:07:35	724	Skylark	611 Dispatched & cancelled en route	
20-0000057	0 01/06/2020	03:24:32	906	Sierra	311 Medical assist, assist EMS crew	
20-0000058	0 01/06/2020	08:51:52	519	Hawthorne (West)	311 Medical assist, assist EMS crew	
20-0000059	0 01/06/2020	10:32:05		Broadrick	551 Assist police or other	
20-0000060	0 01/06/2020		1620	Ryman Ridge	611 Dispatched & cancelled en route	
20-0000061	0 01/06/2020	13:16:08	1100	Burleyson	311 Medical assist, assist EMS crew	

Incident List by Incident Number w/Est Loss (Month)

Incident	Exp Alm Date	Time	Location	Incident Type	Est Loss
20-0000062	0 01/06/2020	13:36:00 120	0 V.D.Parrott	324 Motor Vehicle Accident with no	
20-0000063	0 01/06/2020	13:36:38 610	Boundary (west)	611 Dispatched & cancelled en route	
20-0000064	0 01/06/2020	17:49:04 140	9 Rosewood	311 Medical assist, assist EMS crew	
20-0000065	0 01/06/2020	18:36:53	Abutment	323 Motor vehicle/pedestrian accident	
20-0000066	0 01/06/2020	18:54:17 623	George Rice	311 Medical assist, assist EMS crew	
20-0000067	0 01/06/2020	18:57:07 900	Sierra	311 Medical assist, assist EMS crew	
20-0000068	0 01/06/2020	21:37:00 62	Fifth	311 Medical assist, assist EMS crew	
20-0000069	0 01/07/2020	08:16:49 20	Industrial (West)	311 Medical assist, assist EMS crew	
20-0000070	0 01/07/2020	09:48:05 712	Skylark	311 Medical assist, assist EMS crew	
20-0000071	0 01/07/2020	10:56:48 130	7 Vann	311 Medical assist, assist EMS crew	
20-0000072	0 01/07/2020	14:26:39	Jones	551 Assist police or other	
20-0000073	0 01/07/2020	17:06:34 479	Cedar	611 Dispatched & cancelled en route	
20-0000074	0 01/07/2020	21:14:01 140	1 Cleveland	600 Good intent call, Other	
20-0000075	0 01/07/2020	23:25:31	Underwood	324 Motor Vehicle Accident with no	
20-0000076	0 01/08/2020	01:36:52 61	Boundary (west)	311 Medical assist, assist EMS crew	
20-0000077	0 01/08/2020	05:38:31 413	Meeting	311 Medical assist, assist EMS crew	
20-0000078	0 01/08/2020	05:45:12 10	Spencer (South)	311 Medical assist, assist EMS crew	
20-0000079	0 01/08/2020	05:58:22 509	Selvidge St. (North) 500 Service Call, other	
20-0000080	0 01/08/2020	07:23:39 801	Katlau	311 Medical assist, assist EMS crew	
20-0000081	0 01/08/2020	07:43:21	MLK Jr.	322 Motor vehicle accident with	
20-0000082	0 01/08/2020	08:37:58 90	Hardwick	311 Medical assist, assist EMS crew	
20-0000083	0 01/08/2020	13:20:26 120	3 Acme	151 Outside rubbish, trash or waste	
20-0000084	0 01/08/2020	15:50:04 509	Selvidge St. (North) 311 Medical assist, assist EMS crew	
20-0000085	0 01/08/2020	17:35:15 519	Hawthorne (West)	745 Alarm system activation, no fire -	
20-0000086	0 01/08/2020	21:08:14	Cleveland	651 Smoke scare, odor of smoke	
20-0000087	0 01/08/2020	21:41:00 270	9 Airport	611 Dispatched & cancelled en route	
20-0000088	0 01/09/2020	07:00:39 803	Red Clay	311 Medical assist, assist EMS crew	
20-0000089	0 01/09/2020	11:30:22 120	0 V.D.Parrott	311 Medical assist, assist EMS crew	
20-0000090	0 01/09/2020	12:24:15 403	Thornton (South)	311 Medical assist, assist EMS crew	
20-0000091	0 01/09/2020	13:49:12 305	Robinwood	311 Medical assist, assist EMS crew	

Incident List by Incident Number w/Est Loss (Month)

Incident	Exp	Alm Date	Time		Location	Incident Type	Est Loss
20-0000092	0 (01/09/2020	15:27:52	2220	Chattanooga	611 Dispatched & cancelled en route	
20-0000093	0 (01/09/2020	16:12:49		Grace	322 Motor vehicle accident with	
20-0000094	0 (01/09/2020	16:51:07	105	Walnut (West)	311 Medical assist, assist EMS crew	
20-0000095	0 (01/09/2020	18:08:32	136	Nickie	311 Medical assist, assist EMS crew	
20-0000096	0 (01/09/2020	20:52:13	1000	Rockdale	311 Medical assist, assist EMS crew	
20-0000097	0 (01/09/2020	21:23:07	1200	MLK Jr.	311 Medical assist, assist EMS crew	
20-0000098	0 (01/09/2020	22:30:10	206	Tarver	311 Medical assist, assist EMS crew	
20-0000099	0 (01/10/2020	04:14:33	1000	Rockdale	311 Medical assist, assist EMS crew	
20-0000100	0 (01/10/2020	08:10:28		I-75 S. Bound	311 Medical assist, assist EMS crew	
20-0000101	0 (01/10/2020	10:02:14	310	Chestnut	311 Medical assist, assist EMS crew	
20-0000102	0 (01/10/2020	10:22:02	1601	MLK Jr.	745 Alarm system activation, no fire -	
20-0000103	0 (01/10/2020	11:51:41	1407	Thornton (North)	745 Alarm system activation, no fire -	
20-0000104	0 (01/10/2020	12:22:36	519	Hawthorne (West)	744 Detector activation, no fire -	
20-0000105	0 (01/10/2020	13:34:03	610	Dantzler	311 Medical assist, assist EMS crew	
20-0000106	0 (01/10/2020	19:18:08	413	Vann	311 Medical assist, assist EMS crew	
20-0000107	0 (01/10/2020	21:58:13	611	Sheridan	611 Dispatched & cancelled en route	
20-0000108	0 (01/11/2020	00:02:56	324	Depot	611 Dispatched & cancelled en route	
20-0000109	0 (01/11/2020	00:35:41	227	Grace	311 Medical assist, assist EMS crew	
20-0000110	0 (01/11/2020	00:49:09	1115	Professional	611 Dispatched & cancelled en route	
20-0000111	0 (01/11/2020	04:30:19	1216	Hamilton (North)	311 Medical assist, assist EMS crew	
20-0000112	0 (01/11/2020	04:35:22	227	Grace	311 Medical assist, assist EMS crew	
20-0000113	0 (01/11/2020	09:17:10	1801	Dug Gap	311 Medical assist, assist EMS crew	
20-0000114	0 (01/11/2020	14:59:58		V.D.Parrott	460 Accident, potential accident,	
20-0000115	0 (01/11/2020	19:52:46	1320	Winton	743 Smoke detector activation, no fire	
20-0000116	0 (01/11/2020	21:49:34	1010	Ponderosa	311 Medical assist, assist EMS crew	
20-0000117	0 (01/12/2020	05:41:27	313	Smith	311 Medical assist, assist EMS crew	
20-0000118	0 (01/12/2020	10:40:51	572	Patton	311 Medical assist, assist EMS crew	
20-0000119	0 (01/13/2020	10:38:10	915	Selvidge St. (North)	311 Medical assist, assist EMS crew	
20-0000120	0 (01/13/2020	12:29:06	408	Sixth	611 Dispatched & cancelled en route	
20-0000121	0 (01/13/2020	12:35:06	408	Sixth	311 Medical assist, assist EMS crew	

Incident List by Incident Number w/Est Loss (Month)

Incident	Exp	Alm Date	Time		Location	Incident Type	Est Loss
20-0000122	0	01/13/2020	13:08:39	808	Piedmont	743 Smoke detector activation, no fire	
20-0000123	0	01/13/2020	13:52:10	1318	Walnut (West)	311 Medical assist, assist EMS crew	
20-0000124	0	01/13/2020	14:57:37		MLK Jr.	322 Motor vehicle accident with	
20-0000125	0	01/13/2020	16:38:01	400	Thornton (South)	611 Dispatched & cancelled en route	
20-0000126	0	01/13/2020	16:43:06	501	Lester	311 Medical assist, assist EMS crew	
20-0000127	0	01/13/2020	23:55:25	801	Battlefield Pk	311 Medical assist, assist EMS crew	
20-0000128	0	01/14/2020	06:11:00	865	Holiday Inn	733 Smoke detector activation due to	
20-0000129	0	01/14/2020	08:27:45	475	Reed	745 Alarm system activation, no fire -	
20-0000130	0	01/14/2020	09:11:38	651	George Rice	311 Medical assist, assist EMS crew	
20-0000131	0	01/14/2020	13:20:29	140	Scenic Valley Pl	311 Medical assist, assist EMS crew	
20-0000132	0	01/14/2020	13:49:39	1407	Thornton (North)	735 Alarm system sounded due to	
20-0000133	0	01/14/2020	22:47:44	314	Sycamore	743 Smoke detector activation, no fire	
20-0000134	0	01/15/2020	01:21:21	602	Frazier	311 Medical assist, assist EMS crew	
20-0000135	0	01/15/2020	06:56:49	1861	Crow Valley	311 Medical assist, assist EMS crew	
20-0000136	0	01/15/2020	08:17:09	1200	Memorial	745 Alarm system activation, no fire -	
20-0000137	0	01/15/2020	09:28:50		Lake	412 Gas leak (natural gas or LPG)	
20-0000138	0	01/15/2020	12:54:46		Airport	611 Dispatched & cancelled en route	
20-0000139	0	01/15/2020	14:14:25	205	Selvidge St. (North)	743 Smoke detector activation, no fire	
20-0000140	0	01/15/2020	15:01:29	711	Hamilton (South)	622 No Incident found on arrival at	
20-0000141	0	01/15/2020	16:17:56	403	Cuyler (west)	311 Medical assist, assist EMS crew	
20-0000142	0	01/15/2020	18:20:58	901	West Bridge	744 Detector activation, no fire -	
20-0000143	0	01/15/2020	18:23:23		Veterans	322 Motor vehicle accident with	
20-0000144	0	01/15/2020	18:59:00	2311	Chattanooga	743 Smoke detector activation, no fire	
20-0000145	0	01/15/2020	18:59:55	136	Nickie	311 Medical assist, assist EMS crew	
20-0000146	0	01/15/2020	20:00:36	1320	Winton	311 Medical assist, assist EMS crew	
20-0000147	0	01/15/2020	23:57:34	1696	Burnt Oak	311 Medical assist, assist EMS crew	
20-0000148	0	01/16/2020	07:25:07	2207	Industrial South	311 Medical assist, assist EMS crew	
20-0000149	0	01/16/2020	08:19:15	1300	Waugh (West)	311 Medical assist, assist EMS crew	
20-0000150	0	01/16/2020	11:32:35	1933	Shields	311 Medical assist, assist EMS crew	
20-0000151	0	01/16/2020	14:44:59	701	Morningside	311 Medical assist, assist EMS crew	

Incident List by Incident Number w/Est Loss (Month)

Incident	Exp A	lm Date	Time		Location	Incident Type	Est Loss
20-0000152	0 01,	/16/2020	14:59:29	803	Red Clay	311 Medical assist, assist EMS crew	
20-0000153	0 01,	/16/2020	19:16:51	1116	Willowdale	311 Medical assist, assist EMS crew	
20-0000154	0 01,	/16/2020	20:03:17	2225	Walnut (East)	311 Medical assist, assist EMS crew	
20-0000155	0 01,	/16/2020	21:18:07	2143	Chatham	311 Medical assist, assist EMS crew	
20-0000156	0 01,	/16/2020	21:54:49	222	Hamilton (North)	735 Alarm system sounded due to	
20-0000157	0 01,	/16/2020	22:34:48	702	Valley	622 No Incident found on arrival at	
20-0000158	0 01,	/16/2020	23:28:03		Walnut (West)	324 Motor Vehicle Accident with no	
20-0000159	0 01,	/17/2020	00:21:08	514	Teasley	311 Medical assist, assist EMS crew	
20-0000160	0 01,	/17/2020	11:38:18	330	Plesant Grove	151 Outside rubbish, trash or waste	
20-0000161	0 01,	/17/2020	12:19:32	310	Chestnut	311 Medical assist, assist EMS crew	
20-0000162	0 01,	/17/2020	13:46:41	955	Market	311 Medical assist, assist EMS crew	
20-0000163	0 01,	/17/2020	14:04:01	124	Grimes (North)	311 Medical assist, assist EMS crew	
20-0000164	0 01,	/17/2020	14:04:51		Glenwood (North)	322 Motor vehicle accident with	
20-0000165	0 01,	/17/2020	15:14:30	1104	Walston	311 Medical assist, assist EMS crew	
20-0000166	0 01,	/17/2020	15:38:57	1500	Walnut (West)	323 Motor vehicle/pedestrian accident	
20-0000167	0 01,	/17/2020	15:59:28	1104	Walston	311 Medical assist, assist EMS crew	
20-0000168	0 01,	/17/2020	16:05:37	1902	Summit View	611 Dispatched & cancelled en route	
20-0000169	0 01,	/17/2020	16:43:05	1320	Winton	743 Smoke detector activation, no fire	
20-0000170	0 01,	/17/2020	23:28:00	2206	Old Ivy	553 Public service	
20-0000171	0 01,	/18/2020	07:51:52	892	East Summit	311 Medical assist, assist EMS crew	
20-0000172	0 01,	/18/2020	09:59:51	122	Huntington	745 Alarm system activation, no fire -	
20-0000173	0 01,	/18/2020	10:56:43	1477	Heather	611 Dispatched & cancelled en route	
20-0000174	0 01,	/18/2020	11:16:51	2207	Mathis	311 Medical assist, assist EMS crew	
20-0000175	0 01,	/18/2020	12:02:14		Cleveland	324 Motor Vehicle Accident with no	
20-0000176	0 01,	/18/2020	12:39:37	1209	Morris (East)	131 Passenger vehicle fire	\$400
20-0000177	0 01,	/18/2020	13:17:22	107	Spencer (South)	311 Medical assist, assist EMS crew	
20-0000178	0 01,	/18/2020	18:37:03	174	Callahan	735 Alarm system sounded due to	
20-0000179	0 01,	/18/2020	18:40:57	1000	Rockdale	311 Medical assist, assist EMS crew	
20-0000180	0 01,	/18/2020	18:58:41	609	Thornton (South)	611 Dispatched & cancelled en route	
20-0000181	0 01,	/18/2020	18:58:41	609	Thornton (South)	611 Dispatched & cancelled en route	

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Incident List by Incident Number w/Est Loss (Month)

Incident	Exp Alm Da	te Time		Location	Incident Type	Est Loss
20-0000182	0 01/18/2	020 23:02:04	352	Northgate	745 Alarm system activation, no fire -	
20-0000183	0 01/19/2	020 01:09:36	808	Thornton	611 Dispatched & cancelled en route	
20-0000184	0 01/19/2	020 02:06:12	2409	Botany Woods	442 Overheated motor	
20-0000185	0 01/19/2	020 05:21:53	1600	Underwood	311 Medical assist, assist EMS crew	
20-0000186	0 01/19/2	020 08:38:32	1232	Thornton (North)	311 Medical assist, assist EMS crew	
20-0000187	0 01/19/2	020 09:30:03	500	Walnut (East)	311 Medical assist, assist EMS crew	
20-0000188	0 01/19/2	020 14:06:06	1901	Middle Summit	311 Medical assist, assist EMS crew	
20-0000189	0 01/19/2	020 14:20:55		Meadowbrook	311 Medical assist, assist EMS crew	
20-0000190	0 01/19/2	020 15:15:05	2207	Hamilton Extension	311 Medical assist, assist EMS crew	
20-0000191	0 01/19/2	020 17:05:57	1000	Willow Park Lane	622 No Incident found on arrival at	
20-0000192	0 01/19/2	020 18:34:49	425	Hamilton (North)	151 Outside rubbish, trash or waste	
20-0000193	0 01/19/2	020 19:06:53	812	Judd	311 Medical assist, assist EMS crew	
20-0000194	0 01/19/2	020 21:32:26	1000	Rockdale	311 Medical assist, assist EMS crew	
20-0000195	0 01/19/2	020 22:28:06	785	Shugart	745 Alarm system activation, no fire -	
20-0000196	0 01/19/2	020 23:29:57	1802	Shadow	311 Medical assist, assist EMS crew	
20-0000197	0 01/20/2	020 00:01:16	910	Dug Gap Mtn. (West)	651 Smoke scare, odor of smoke	
20-0000198	0 01/20/2	020 13:12:47	519	Hawthorne (West)	311 Medical assist, assist EMS crew	
20-0000199	0 01/20/2	020 13:22:06	1310	Vann	611 Dispatched & cancelled en route	
20-0000200	0 01/20/2	020 15:52:40	408	Sixth	311 Medical assist, assist EMS crew	
20-0000201	0 01/20/2	020 21:04:39	1000	Rockdale	311 Medical assist, assist EMS crew	
20-0000202	0 01/20/2	020 22:41:51	214	Easterling (North)	311 Medical assist, assist EMS crew	
20-0000203	0 01/20/2	020 23:27:19	136	Nickie	311 Medical assist, assist EMS crew	
20-0000204	0 01/21/2	020 06:19:29	1009	Professional	611 Dispatched & cancelled en route	
20-0000205	0 01/21/2	020 06:24:01	452	Cedar	311 Medical assist, assist EMS crew	
20-0000206	0 01/21/2	020 12:58:21	1369	Walnut (West)	611 Dispatched & cancelled en route	
20-0000207	0 01/21/2	020 13:15:57	2210	Walnut (East)	322 Motor vehicle accident with	
20-0000208	0 01/21/2	020 14:01:49	1205	Georgian	311 Medical assist, assist EMS crew	
20-0000209	0 01/21/2	020 16:42:48	1116	Willowdale	311 Medical assist, assist EMS crew	
20-0000210	0 01/21/2	020 17:07:21		College	622 No Incident found on arrival at	
20-0000211	0 01/21/2	020 18:30:40		Shugart	324 Motor Vehicle Accident with no	

Incident List by Incident Number w/Est Loss (Month)

Incident	Exp Alm Date	Time		Location	Incident Type	Est Loss
20-0000212	0 01/21/2020	19:08:06	1511	Walnut (West)	311 Medical assist, assist EMS crew	
20-0000213	0 01/21/2020	20:13:16	98	Walnut (West)	311 Medical assist, assist EMS crew	
20-0000214	0 01/21/2020	20:33:42	900	Shugart	311 Medical assist, assist EMS crew	
20-0000215	0 01/22/2020	03:11:56	905	Liddell	311 Medical assist, assist EMS crew	
20-0000216	0 01/22/2020	06:15:38	807	Brentwood	311 Medical assist, assist EMS crew	
20-0000217	0 01/22/2020	14:42:09	1308	Walnut (West)	745 Alarm system activation, no fire -	
20-0000218	0 01/22/2020	16:19:39	439	Eleventh	311 Medical assist, assist EMS crew	
20-0000219	0 01/22/2020	17:05:03	136	Nickie	311 Medical assist, assist EMS crew	
20-0000220	0 01/22/2020	20:59:08	503	Park Canyon	311 Medical assist, assist EMS crew	
20-0000221	0 01/22/2020	21:21:34	1307	Georgian	311 Medical assist, assist EMS crew	
20-0000222	0 01/22/2020	21:52:59	1320	Winton	743 Smoke detector activation, no fire	
20-0000223	0 01/23/2020	08:34:07	1500	Manly	733 Smoke detector activation due to	
20-0000224	0 01/23/2020	09:42:20	401	Jones	311 Medical assist, assist EMS crew	
20-0000225	0 01/23/2020	09:57:29		Fernwood	322 Motor vehicle accident with	
20-0000226	0 01/23/2020	13:53:50	520	Hawthorne (West)	311 Medical assist, assist EMS crew	
20-0000227	0 01/23/2020	15:38:19		North Bypass	322 Motor vehicle accident with	
20-0000228	0 01/23/2020	18:46:31	1115	Professional	715 Local alarm system, malicious	
20-0000229	0 01/23/2020	18:56:01	900	Shugart	311 Medical assist, assist EMS crew	
20-0000230	0 01/23/2020	19:25:09		Tibbs (South)	322 Motor vehicle accident with	
20-0000231	0 01/23/2020	19:46:05	436	Cedar	311 Medical assist, assist EMS crew	
20-0000232	0 01/23/2020	22:57:14	136	Nickie	611 Dispatched & cancelled en route	
20-0000233	0 01/24/2020	01:41:50	1307	Georgian	311 Medical assist, assist EMS crew	
20-0000234	0 01/24/2020	05:17:45	421	Underwood	311 Medical assist, assist EMS crew	
20-0000235	0 01/24/2020	06:06:56	1504	Thornton (North)	745 Alarm system activation, no fire -	
20-0000236	0 01/24/2020	09:02:09	1211	Stacy	311 Medical assist, assist EMS crew	
20-0000237	0 01/24/2020	09:06:04	715	College	311 Medical assist, assist EMS crew	
20-0000238	0 01/24/2020	12:02:07	313	Smith	311 Medical assist, assist EMS crew	
20-0000239	0 01/24/2020	12:30:03	1015	Lakeshore (East)	311 Medical assist, assist EMS crew	
20-0000240	0 01/24/2020	13:53:49	1200	Memorial	735 Alarm system sounded due to	
20-0000241	0 01/24/2020	14:26:36	1306	Underwood	311 Medical assist, assist EMS crew	

Incident List by Incident Number w/Est Loss (Month)

Incident	Exp A	lm Date	Time		Location	Incident Type	Est Loss
20-0000242	0 01	/24/2020	16:19:40	1700	Pin Oak	113 Cooking fire, confined to	\$150
20-0000243	0 01	/24/2020	21:07:56	865	Holiday Inn	743 Smoke detector activation, no fire	
20-0000244	0 01	/25/2020	09:06:24	1202	Glenwood (North)	311 Medical assist, assist EMS crew	
20-0000245	0 01	/25/2020	13:01:10	2080	Chattanooga	311 Medical assist, assist EMS crew	
20-0000246	0 01	/25/2020	13:17:29	1365	Walnut (West)	311 Medical assist, assist EMS crew	
20-0000247	0 01	/25/2020	15:36:13	1109	Brookwood	311 Medical assist, assist EMS crew	
20-0000248	0 01	/25/2020	15:48:55	303	Tibbs (South)	311 Medical assist, assist EMS crew	
20-0000249	0 01	/25/2020	15:54:56	1320	Winton	744 Detector activation, no fire -	
20-0000250	0 01	/25/2020	16:23:33	1117	Orman	311 Medical assist, assist EMS crew	
20-0000251	0 01	/25/2020	18:54:46	1900	Summit View	311 Medical assist, assist EMS crew	
20-0000252	0 01	/25/2020	19:58:08	1925	Canterbury	743 Smoke detector activation, no fire	
20-0000253	0 01	/25/2020	21:59:32	1320	Winton	311 Medical assist, assist EMS crew	
20-0000254	0 01	/26/2020	10:52:49		Dug Gap	324 Motor Vehicle Accident with no	
20-0000255	0 01	/26/2020	13:31:59	421	Claude	311 Medical assist, assist EMS crew	
20-0000256	0 01	/26/2020	15:41:21	136	Nickie	311 Medical assist, assist EMS crew	
20-0000257	0 01	/26/2020	18:40:17	442	Hamilton (North)	743 Smoke detector activation, no fire	
20-0000258	0 01	/26/2020	21:48:21	1115	Professional	651 Smoke scare, odor of smoke	
20-0000259	0 01	/26/2020	22:56:28	1210	Vanderbilt	311 Medical assist, assist EMS crew	
20-0000260		/27/2020		804	Professional	311 Medical assist, assist EMS crew	
20-0000261	0 01	/27/2020	01:49:55	136	Nickie	311 Medical assist, assist EMS crew	
20-0000262		/27/2020		1200	Memorial	611 Dispatched & cancelled en route	
20-0000263	0 01	/27/2020	09:06:39	1220	Broadrick	553 Public service	
20-0000264	0 01	/27/2020	12:09:18	1000	Vista	311 Medical assist, assist EMS crew	
20-0000265	0 01	/27/2020	14:11:43	1201	Burleyson	745 Alarm system activation, no fire -	
20-0000266	0 01	/27/2020	15:59:49	1220	Broadrick	553 Public service	
20-0000267	0 01	/27/2020	16:58:58	101	Bogle (North)	311 Medical assist, assist EMS crew	
20-0000268	0 01	/27/2020	19:38:17	4004	Millstone	743 Smoke detector activation, no fire	
20-0000269	0 01	/27/2020	20:07:20	785	College	745 Alarm system activation, no fire -	
20-0000270	0 01	/27/2020	22:21:13	1934	Valley Brook	311 Medical assist, assist EMS crew	
20-0000271	0 01	/27/2020	22:53:15	1901	Valley	554 Assist invalid	

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Incident List by Incident Number w/Est Loss (Month)

Incident p	Exp Alm Date	Time	Location	Incident Type	Est Loss
20-0000272	0 01/28/2020	09:02:14 12	00 Memorial	251 Excessive heat, scorch burns with	
20-0000273	0 01/28/2020	09:28:55 14	07 Thornton (North)	311 Medical assist, assist EMS crew	
20-0000274	0 01/28/2020	09:31:52 13	20 Morris (East)	311 Medical assist, assist EMS crew	
20-0000275	0 01/28/2020	13:01:04 62	O Fifth	311 Medical assist, assist EMS crew	
20-0000276	0 01/28/2020	13:20:06	Cleveland	322 Motor vehicle accident with	
20-0000277	0 01/28/2020	13:36:14 12	10 Veterans	311 Medical assist, assist EMS crew	
20-0000278	0 01/28/2020	14:21:47 11	09 Burleyson	611 Dispatched & cancelled en route	
20-0000279	0 01/28/2020	15:26:35 13	03 Walnut (West)	311 Medical assist, assist EMS crew	
20-0000280	0 01/28/2020	16:30:12 12	53 Glenwood (North)	111 Building fire	\$1,000
20-0000281	0 01/28/2020	18:44:32 87	9 College	311 Medical assist, assist EMS crew	
20-0000282	0 01/28/2020	19:12:10	Mitchell	322 Motor vehicle accident with	
20-0000283	0 01/28/2020	20:32:05 33	2 I-75 S. Bound	251 Excessive heat, scorch burns with	
20-0000284	0 01/28/2020	21:16:29 90	5 Liddell	311 Medical assist, assist EMS crew	
20-0000285	0 01/29/2020	07:23:45	Broadrick	322 Motor vehicle accident with	
20-0000286	0 01/29/2020	08:52:18 90	6 Sierra	311 Medical assist, assist EMS crew	
20-0000287	0 01/29/2020	09:26:19 15	00 Manly	311 Medical assist, assist EMS crew	
20-0000288	0 01/29/2020	09:34:09 11	07 Memorial	611 Dispatched & cancelled en route	
20-0000290	0 01/29/2020	14:26:47 18	01 Dug Gap	311 Medical assist, assist EMS crew	
20-0000291	0 01/29/2020	17:21:40 50	l Lester	611 Dispatched & cancelled en route	
20-0000292	0 01/29/2020	18:21:42 13	03 Walnut (West)	311 Medical assist, assist EMS crew	
20-0000293	0 01/29/2020	21:32:55 80	5 Showalter	651 Smoke scare, odor of smoke	
20-0000294	0 01/29/2020	23:21:26 31	Boundary (North)	311 Medical assist, assist EMS crew	
20-0000295	0 01/30/2020	02:55:28 15	15 Walnut (West)	311 Medical assist, assist EMS crew	
20-0000296	0 01/30/2020	03:32:46 90	6 Sandy Dunes	311 Medical assist, assist EMS crew	
20-0000297	0 01/30/2020	06:01:54 32	01 North Bypass	311 Medical assist, assist EMS crew	
20-0000298	0 01/30/2020	08:44:32 11	16 Willowdale	311 Medical assist, assist EMS crew	
20-0000299	0 01/30/2020	09:24:20	Desota	131 Passenger vehicle fire	\$2,000
20-0000300	0 01/30/2020	10:42:13 15	00 Manly	311 Medical assist, assist EMS crew	
20-0000301	0 01/30/2020	12:02:52 18	00 Dug Gap	324 Motor Vehicle Accident with no	
20-0000302	0 01/30/2020	12:18:47 12	50 Cross Plains	311 Medical assist, assist EMS crew	

Incident List by Incident Number w/Est Loss (Month)

Incident E	xp Alm Date	Time	Location	Incident Type	Est Loss
20-0000303	0 01/30/2020	14:26:30	Waugh (West)	324 Motor Vehicle Accident with no	
20-0000304	0 01/30/2020	17:38:41 125	Glenwood (North)	412 Gas leak (natural gas or LPG)	
20-0000305	0 01/30/2020	19:51:09 136	Nickie	311 Medical assist, assist EMS crew	
20-0000306	0 01/31/2020	02:09:27 120	Georgian	311 Medical assist, assist EMS crew	
20-0000307	0 01/31/2020	04:18:54 132) Morris (East)	311 Medical assist, assist EMS crew	
20-0000308	0 01/31/2020	09:18:25 824	Shugart	311 Medical assist, assist EMS crew	
20-0000309	0 01/31/2020	10:55:10 818	J & J	111 Building fire	\$10,000
20-0000310	0 01/31/2020	11:12:33 190	l Keystone	743 Smoke detector activation, no fire	
20-0000311	0 01/31/2020	14:02:52 265	Abutment	611 Dispatched & cancelled en route	
20-0000312	0 01/31/2020	15:34:41 132) Winton	311 Medical assist, assist EMS crew	
20-0000313	0 01/31/2020	16:25:28 817	Hamilton (South)	311 Medical assist, assist EMS crew	
20-0000314	0 01/31/2020	19:23:08 612	Maney	311 Medical assist, assist EMS crew	
20-0000315	0 01/31/2020	19:41:11 705	Burchfield	311 Medical assist, assist EMS crew	
20-0000316	0 01/31/2020	21:09:23 824	Shugart	311 Medical assist, assist EMS crew	
Total Incide	nt Count 314			Total Est Loss	\$303,550

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Incident Type Period Comparisons

Alarm Date Between {01/01/2020} and {01/31/2020}

Incident Type	01/01/2020	01/01/2019	01/01/2018	01/01/2017
	to	to	to	to
	01/31/2020	01/31/2019	01/31/2018	01/31/2017
111 Building fire	3	6	7	2
113 Cooking fire, confined to container	1	0	0	1
114 Chimney or flue fire, confined to chimney or	0	0	0	1
118 Trash or rubbish fire, contained	0	0	0	1
130 Mobile property (vehicle) fire, Other	1	0	0	0
131 Passenger vehicle fire	2	1	1	2
132 Road freight or transport vehicle fire	0	2	0	0
141 Forest, woods or wildland fire	0	0	1	0
142 Brush or brush-and-grass mixture fire	0	1	7	0
143 Grass fire	0	0	2	2
151 Outside rubbish, trash or waste fire	3	4	1	1
154 Dumpster or other outside trash receptacle fir	e 0	0	0	3
160 Special outside fire, Other	0	0	1	0
251 Excessive heat, scorch burns with no ignition	3	1	1	1
311 Medical assist, assist EMS crew	181	183	226	193
322 Motor vehicle accident with injuries	15	4	2	12
323 Motor vehicle/pedestrian accident (MV Ped)	2	0	0	1
324 Motor Vehicle Accident with no injuries	9	3	2	8
352 Extrication of victim(s) from vehicle	0	0	1	1
353 Removal of victim(s) from stalled elevator	0	0	0	1
412 Gas leak (natural gas or LPG)	2	2	2	4
413 Oil or other combustible liquid spill	0	0	0	1
424 Carbon monoxide incident	0	1	0	1
441 Heat from short circuit (wiring), defective/wo	rn 0	1	2	0
442 Overheated motor	1	1	1	2
444 Power line down	0	1	1	2
445 Arcing, shorted electrical equipment	0	3	2	0

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Incident Type Period Comparisons

Alarm Date Between {01/01/2020} and {01/31/2020}

Incident Type	01/01/2020 to 01/31/2020	01/01/2019 to 01/31/2019	01/01/2018 to 01/31/2018	01/01/2017 to 01/31/2017
460 Accident, potential accident, Other	1	0	0	0
461 Building or structure weakened or collapsed	0	0	1	0
500 Service Call, other	1	1	1	0
511 Lock-out	0	0	0	2
520 Water problem, Other	0	0	1	1
522 Water or steam leak	0	0	7	5
531 Smoke or odor removal	0	0	2	3
551 Assist police or other governmental agency	2	1	0	1
553 Public service	3	4	1	2
554 Assist invalid	1	1	0	0
561 Unauthorized burning	1	2	0	1
600 Good intent call, Other	1	0	1	0
611 Dispatched & cancelled en route	30	26	28	13
622 No Incident found on arrival at dispatch addre	ess 5	5	4	4
651 Smoke scare, odor of smoke	4	5	4	1
652 Steam, vapor, fog or dust thought to be smoke	1	2	2	2
671 HazMat release investigation w/no HazMat	3	1	1	0
714 Central station, malicious false alarm	0	1	0	0
715 Local alarm system, malicious false alarm	1	0	1	1
731 Sprinkler activation due to malfunction	0	0	8	2
732 Extinguishing system activation due to	0	0	3	0
733 Smoke detector activation due to malfunction	2	2	4	5
734 Heat detector activation due to malfunction	0	2	3	0
735 Alarm system sounded due to malfunction	7	2	7	3
736 CO detector activation due to malfunction	0	0	0	1
740 Unintentional transmission of alarm, Other	0	1	0	1
741 Sprinkler activation, no fire - unintentional	0	1	9	0

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Incident Type Period Comparisons

Alarm Date Between {01/01/2020} and {01/31/2020}

Incident Type	01/01/2020	01/01/2019	01/01/2018	01/01/2017
	to	to	to	to
	01/31/2020	01/31/2019	01/31/2018	01/31/2017
743 Smoke detector activation, no fire -	12	9	9	9
744 Detector activation, no fire - unintentional	3	1	1	5
745 Alarm system activation, no fire - unintention	al 13	8	3	8
746 Carbon monoxide detector activation, no CO	0	1	0	0
Totals	314	290	361	310

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Dalton Fire Department

Monthly Emergency Response Time Analysis

Emergency Responses

Respo	onse		
Hrs	Mins	Count	Percentage
	< 01	21	5.2%
	01	56	14.0%
	02	90	22.5%
	03	120	30.0%
	04	61	15.2%
	05	27	6.7%
	06	7	1.7%
	07	6	1.5%
	08	4	1.0%
	09	1	0.2%
	10	1	0.2%
	11	1	0.2%
	12	5	1.2%

Overall Average Response Time: 00:03:26

Dalton Fire Department

Monthly Non-Emergency Response Time Analysis

Non-Emergency Responses

Respo	onse		
Hrs	Mins	Count	Percentage
	< 01	5	9.4%
	01	8	15.0%
	02	6	11.3%
	03	15	28.3%
	04	6	11.3%
	05	6	11.3%
	06	1	1.8%
	10	1	1.8%
	11	3	5.6%
	12	1	1.8%
	13	1	1.8%

Overall Average Response Time: 00:04:09

Dalton Fire Department Medical Incident Study EMS On scene/Not on scene Prior to DFD Comparison 1/1/2020 -1/31/2020

Total incidents in time period – 207

EMS on-scene prior to DFD – 59

EMS not on-scene prior – 153

During the month of January, Dalton Fire Department arrived onscene prior to Hamilton EMS on 74% of medical responses.

Training Division Monthly Report January 2020

Overview

CPR/AED refresher training and a unit on downed firefighter removal and resuscitation were conducted for all personnel. The Fire Prevention Division delivered a fire and life safety education update to suppression personnel. An 8-hour rope rescue technician update was presented to all technical rescue team members by Vertical Consult, LLC. Instructors for the technical rescue team taught an NFPA 1670 compliant cold water & ice rescue course to the Suppression Division. Monthly training included territory familiarization, pre-fire training, core competency check-offs, special operations training, and company level drills chosen by company officers. Training hours during the month of January totaled 2,876.

Outside Schools

1 firefighter attended Introduction to Technical Rescue at Georgia Public Safety Training Center.

1 company officer attended NPQ Fire Instructor 2 at Georgia Public Safety Training Center.

3 of the department's members attended Axioms of Leadership at Hard Labor Creek State Park in Rutledge, Georgia.

Support Functions

- 175 hours were spent completing apparatus checks and equipment replenishment
- Cleaning and maintenance activities accounted for 929 hours in January
- 14 hours were dedicated to fire investigation and related activities
- SCBA maintenance consumed 29 hours during the month

Prevention Division Monthly Report January 2020

*Major code update by the State that affected approximately 170 NFPA and ICC Standards. Preventions spent nine days updating and researching the code database and inspection checklists.

Inspections

Annual Inspections	Total:	25
Apartment Inspections	Total:	
Site Inspections	Total:	9
Fire Alarm Inspection	Total:	1
Sprinkler System Inspection	Total:	1
New Kitchen Hood Inspections	Total:	2
Knox Box Installation	Total:	3
Occupational Tax Certificate Inspections	Total:	13
Alcohol Inspections	Total:	1
50 Percent Inspections	Total:	
80 Percent Inspections	Total:	
100 Percent Inspections	Total:	
Pre-Incident Surveys	Total:	20
Plan Reviews	Total:	2
Addressing	Total:	
Total Inspections		77
Public Relation	S	
Fire Safety Educat	ion	
Events	Total:	14
Staff Members Participated	Total:	50
Staff Hours	Total:	86
Number of Adults Reached	Total:	290
Number of Children Reached	Total:	3548
Total Residents Reached		3838
Smoke Detector Inst	allation	
Events	Total:	3
Staff Members Participated	Total:	6
Staff Hours	Total:	3
Total Smoke Detectors Installed	Total:	6
Total Number of Adults Reached	Total:	3
Total Number of Children Reached	Total:	2
Total Residents Reached		5

Monthly Prevention Inspections by Type

Date	Time	Occupancy	Hrs	Fee
200 INSPEC	TION -	Annual		
01/09/2020	14:07	10789 Ross Woods Adult Day Services 1402 Walston AVE	0.22	
01/13/2020	13:20	30091 LYLE IND. 1800 Kimberly Park DR	0.08	
01/13/2020	13:25	30085 Lyle Industries 1704 Kimberly Park DR	0.01	
01/13/2020	13:06	30090 Kaleen Rugs 1731 Kimberly Park DR	0.20	
01/16/2020	15:04	10303 Carter Hope Center 506 Hawthorne (East) ST	0.07	
01/22/2020	09:56	10754 Dalton Fire Department Station 1 404 School ST	0.01	
01/22/2020	11:07	30131 Accent Yarns And Textiles 501 Reed RD	2.02	
01/22/2020	10:05	40132 Alliance Physical Therapy 1209 Walnut (West) AVE /Suite #5	0.01	
01/22/2020	10:03	40014 Steak N Shake 1250 Walnut (West) AVE	0.01	
01/22/2020	11:28	20758 Executive Management Services Inc. 801 Walnut (East) AVE /Suite O	0.00	
01/22/2020	11:28	20699 Natural World 801 Walnut (East) AVE /Suite K	0.00	
01/22/2020	11:28	20757 Select Staffing 801 Walnut (East) AVE /Suite N	0.00	
01/22/2020	10:18	20422 Southern Corp. 720 Glenwood (South) AVE /212	0.01	
01/22/2020	09:49	40064 Applebee's 1322 Walnut (West) AVE	0.14	
01/22/2020	11:25	2P009 Barrett Marketplace 801 Walnut (East) AVE	0.01	
01/22/2020	11:26	20692 Carneceria Loa #3 801 Walnut (East) AVE /Suite G	0.01	
01/22/2020	10:46	20693 Dalton RV 801 Walnut (East) AVE /Suite A	0.01	
01/22/2020	10:45	30135 Shaw Industries Plant #81 201 Springdale RD	0.20	
01/22/2020	11 : 27	20702 TALC 801 Walnut (East) AVE /Suite I	0.00	

Monthly Prevention Inspections by Type

Date	Time	Occupancy	Hrs	Fee
200 INSPEC	TION -			
01/22/2020	11:27	20695 Vallarta 801 Walnut (East) AVE /Suite C	0.01	
01/22/2020	10:17	20412 Life Touch Chiropractic 720 Glenwood (South) AVE /100	0.01	
01/22/2020	10:01	40015 Quality Inn 875 College DR	0.01	
01/22/2020	09:01	30034 Southern Belle Resale 2305 Chattanooga RD	0.01	
01/22/2020	10:29	30309 Williams Plastic Surgery 1506 Professional CT	0.02	
01/22/2020	09:26	10653 City Hall 300 Waugh (West) ST	0.02	
Total Activ	vities	for Type: 25	3.09	
		Site Inspection 10742 Stone Ridge Apartments	0.01	
01/23/2020	09:45	1104 Walston AVE 10681 La Providencia	0.50	
01/28/2020		1300 Underwood ST 50103 Bojangle's 1253 Glenwood (North) AVE	0.00	
01/30/2020		50135 Underwood Lodge 1306 Underwood ST	0.00	
01/16/2020	11:26	30130 Dixie Group 475 Reed RD	0.03	
01/16/2020	14:01	10359 HAMILTON MEDICAL CENTER 1200 Memorial DR	0.05	
01/10/2020	09:07	50094 Christian Heritage Elementary School 1600 MLK Jr. BLVD	0.07	
01/02/2020	10:52	40166 Erlanger Health Systems 1329 Walnut (West) AVE /Suites 1 & 2	0.36	
01/06/2020	12:02	10306 Vacant 221 Cuyler (west) ST	0.00	
Total Activ	 vities	for Type: 9	1.02	

Monthly Prevention Inspections by Type

Date Tir	ne Occupancy	Hrs
211 INSPECTION	N - Plan Review	
01/21/2020	50151 Hammond Creek Middle School	0.00
	330 Plesant Grove DR NE	
01/22/2020	50038 McDonalds	0.00
	1210 Glenwood (North) AVE	
Total Activiti	es for Type: 2	0.00
221 INSPECTION		
01/07/2020 09	:50 30185 Home Depot	0.49
	875 Shugart RD	
Total Activiti	es for Type: 1	0.49
222 INSPECTION	N - Sprinkler System	
01/22/2020	50151 Hammond Creek Middle School	0.00
	330 Plesant Grove DR NE	
Total Activiti	es for Type: 1	0.00
050 туардаштоу		
	N - New Kitchen Hood Installation	
01/30/2020	50040 Captain D's Seafood	0.00
04 /04 /0000	1236 Glenwood (North) AVE	0.00
01/31/2020	40174 Oki Hibachi	0.00
	1304 Walnut (West) AVE /Suite 1	
Total Activiti	es for Type: 2	0.00
251 INSPECTION	N - Knox Box Installation	
01/22/2020 11	:17 10680 Hamilton University/Winkler Bldg. 1275 Elkwood DR	0.00
01/21/2020 10	:36 10004 Bradley Wellness Center/Whiteside Rehab 1225 Broadrick DR	0.01
01/21/2020 10	:40 30287 Anna Shaw's Children Institute 1201 Burleyson RD	0.02

Monthly Prevention Inspections by Type

Date Time	Occupancy	Hrs Fee
	Knox Box Installation	
Total Activities	for Type: 3	0.03
261 INSPECTION -	OTC	
01/02/2020 09:46	10264 Wildflower Clothing Company 226 Hamilton (South) ST /Suite 2	0.30
01/10/2020	20689 Vacant 515 Benjamin WAY /312 -406	1.00
01/10/2020	20359 First Bank 401 Thornton (South) AVE	1.00
01/22/2020 10:07	20365 Budgetel 609 Thornton (South) AVE	0.04
01/07/2020	40177 New Construction 1314 Walnut (West) AVE /Suite 2	0.00
01/09/2020 10:10	10326 Annes Attic 111 King (West) ST	0.24
01/22/2020 10:00	10326 Annes Attic 111 King (West) ST	0.00
01/22/2020 09:30	20495 Alondra's #2 101 Walnut (West) AVE /Suite 9	0.17
01/22/2020 09:56	10449 Family and Friends Counseling 310 Selvidge St. (North) /Suite 200	0.01
01/22/2020 09:07	20706 El Comal Tienda Y Cocina 616 Fourth AVE /Suites 4,5,6	0.15
01/22/2020 09:28	20797 Jessica Stop N Shop 1101 New Doris ST	0.04
01/30/2020	10601 Divas 1527 Morris (East) ST	0.00
01/30/2020	20721 Dalton Smith Finance 2514 Walnut (East) AVE /Suite 11	0.00
Total Activities	for Type: 13	2.95

Monthly Prevention Inspections by Type

Date	Time	Occupancy	Hrs	Fee
262 INSPEC	TION -	Alcohol		
01/22/2020	09:09	20706 El Comal Tienda Y Cocina	0.13	
		616 Fourth AVE /Suites 4,5,6		
Total Acti	vities	for Type: 1	0.13	
501 PRE-IN	CIDENT			
01/27/2020		50156 Humane Society of Northwest Georgia 1210 Veterans DR	0.00	
01/27/2020	10:00	50101 Trinity United Methodist Church 901 Veterans DR	0.50	
01/27/2020	09:00	50027 Tiarco Chemicals 1010 Vista DR	1.00	
01/27/2020	14:00	40005 SBG Holdings 2100 Fiber Park DR	0.50	
01/27/2020	13:00	40008 FBI Dalton Resident Agency 705 College DR	0.50	
01/27/2020	12:30	40002 Northwest Gerogia Trade and Convention C 2211 Dug Gap Battle RD	0.50	
01/27/2020	14:30	40003 Vertex Investment Partners 2201 Executive Park DR	0.50	
01/27/2020	11:00	40007 Vacant 2104 Fiber Park DR /B	0.50	
01/27/2020	11:00	40010 Invista 745 College DR /C	0.50	
01/27/2020	13:00	30289 Trans-Formers Transmissions 844 Shugart RD	1.00	
01/27/2020	14:00	30298 Ford of Dalton 925 Shugart RD	1.00	
01/13/2020	13:30	50137 Christian Heritage High School 1601 MLK Jr. BLVD	0.00	
01/13/2020	14:30	50094 Christian Heritage Elementary School 1600 MLK Jr. BLVD	0.00	
01/06/2020)	50024 Windstream 906 Vista DR	0.00	
01/06/2020)	50025 Windstream 914 Vista DR	1.00	
01/06/2020	13:00	20292 Fashion Cleaners 201 Morris (West) ST	1.00	

Monthly Prevention Inspections by Type

Date Completed Between $\{01/01/2020\}$ And $\{01/31/2020\}$

Date	Time	Occupancy	Hrs	Fee
501 PRE-INC	CIDENT	SURVEY		
01/06/2020	14:00	20307 Providence Ministries (Homeless Shelter) 613 Oxford ST	1.00	
01/06/2020		30308 Haig Mill Lake Park 652 Haigmill Lake RD	12.00	
01/06/2020		20717 Walgreens 2225 Walnut (East) AVE	0.00	
01/06/2020		20488 Del Rey Farms 2518 Walnut (East) AVE	0.00	
Total Activ	rities	for Type: 20	21.50	

Grand Total Activities: 77 Grand Totals: 29.21 0.00

Monthly Prevention Violations by Occupancy Violation Date Reported Between $\{01/01/2020\}$ And $\{01/31/2020\}$

10326 Annes Attic

111 King (West) ST Dalton, GA 30720

Reported	Code/Description	Count Article	Division	Page
01/09/2020	2012 IFC 906.2 Fire extinguisher, Properly	1		0
Notes: Ha	ve inspection completed.			
01/09/2020	2012 IFC 906.2 Fire extinguisher, Properly	1		0
Notes: Re	check violation record automatically created fr	om a recheck reques	t.	
Or	iginal Violation Remarks: Have inspection compl	eted.		

Total Individual Violation Codes for Occupancy: 2

Grand Total Violations: 2



02/04/2020 14:01 628mcoke The City of Dalton
YEAR-TO-DATE BUDGET REPORT

01/31/2020

P 1 |glytdbud

FOR 2020 01

ACCOUNTS FOR: 0010 GENERAL FUND - OPERATING	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
141400 FIRE DEPARTMENT							
141400 000010 SALARIES-REGULAR 141400 000011 SALARIES OVERTIME 141400 000020 FICA 141400 000030 PENSION 141400 000032 PENSION - DB PLAN 141400 000040 HOSPITALIZATION I 141400 000041 HOSPITALIZATION I 141400 000043 INSURANCE - FIRE 141400 000050 GENERAL INSURANCE 141400 000010 OFFICE EQUIPMENT 141400 000110 TELEPHONE 141400 000110 TELEPHONE 141400 000121 FIRE SAFETY/EDUCA 141400 000121 FIRE SAFETY/EDUCA 141400 000123 HAZMAT MANAGEMENT 141400 000330 UTILITIES 141400 000330 UTILITIES 141400 000360 LEGAL FEES 141400 000360 LEGAL FEES 141400 000400 EQUIPMENT MAINT & 141400 000410 GAS & OIL 141400 000410 GAS & OIL 141400 000450 CLEANING ALLOWANC 141400 000460 UNIFORMS 141400 000460 UNIFORMS 141400 0000830 MAINTENANCE - APP 141400 001010 OFFICE SUPPLIES 141400 001030 COMPUTER SOFTWARE 141400 001040 COMPUTER MAINTAIN 141400 001050 VEHICLE IMPACT FE 141400 001665 RADIO SUBSCRIBER 141400 001990 MISCELLANEOUS 141400 0039980 CAPITAL OUTLAY < 141400 0084725 BUIDING/GROUNDS M	4,886,425 434,400 412,300 149,000 1,997,725 744,500 17,000 30,060 28,500 91,255 5,000 7,200 31,000 42,000 3,500 26,900 131,500 60,000 4,800 24,000 65,000 30,000 49,920 140,000 100,000 8,200 25,100 7,000 4,000 10,750 16,000 37,000 9,000	000000000000000000000000000000000000000	4,886,425 434,400 412,300 149,000 1,997,725 744,500 17,000 30,060 28,500 91,255 5,000 7,200 31,000 42,000 42,000 42,000 42,000 42,000 44,800 24,000 65,000 49,920 140,000 100,000 49,920 140,000 100,750 100,750 166,600 1,100 10,750 166,000 37,000 9,000	324,079.64 18,649.35 43,576.18 15,142.59 159,126.23 61,700.00 2,260.51 .00 91,255.00 .00 568.35 1,871.43 300.00 .00 330.00 10,610.15 6,696.17 .00 221.76 436.23 1,489.36 .00 3,803.00 2,139.37 118.78 .00 369.91 .00 276.00 .00 10,492.20 418.00 .00 .00	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	4,562,345.36 415,750.65 368,723.82 133,857.41 1,838,598.77 682,800.00 17,000.00 27,799.49 28,500.00 5,000.00 6,631.65 28,292.04 41,700.00 3,500.00 120,889.85 51,832.33 4,800.00 21,440.19 64,491.22 28,504.16 49,920.00 136,197.00 97,075.01 8,068.65 25,100.00 6,630.09 4,000.00 16,600.00 6,6324.00 1,100.00 257.80 15,582.00 37,000.00 9,000.00	6.6% 4.3% 10.62% 8.03% 8.03% 100.00% 8.77.00% 100.00%
TOTAL FIRE DEPARTMENT	9,653,335	0	9,653,335	755,930.21	5,523.30	8,891,881.49	7.9%
TOTAL GENERAL FUND - OPERATING	9,653,335	0	9,653,335	755,930.21	5,523.30	8,891,881.49	7.9%
TOTAL EXPENSES	9,653,335	0	9,653,335	755,930.21	5,523.30	8,891,881.49	



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 2 day of March in the year 2020 (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

City of Dalton 300 West Waugh Street, Dalton, GA 30720

and the Architect:
(Name, legal status, address and other information)

KRH Architects Inc. 855 Abutment Road Suite 4 Dalton, Ga. 30721

for the following Project: (Name, location and detailed description)

Dalton Fire Department Station No.1 Roof Replacement
404 School St, Dalton, GA 30720
Tear-off and replace the existing metal roof with a new standing seam metal roof and the existing built-up roof with new TPO membrane roofing.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- **2 ARCHITECT'S RESPONSIBILITIES**
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Tear-off and replace the existing metal roof with a new standing seam metal roof and the existing built-up roof with new TPO membrane roofing.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

\$296,700

Init.

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

RFP Advertisement - 3/27/20 Award to Contractor - 5/4/20

.2 Construction commencement date:

June 10, 2020

.3 Substantial Completion date or dates:

August 5, 2020

.4 Other milestone dates:

Final Completion 8/19/20

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Request for Proposals

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

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§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

David Pennington, Mayor, City of Dalton 300 West Waugh Street, Dalton, GA 30720

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Jason Parker, City Administrator, City of Dalton

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

	.3 Other, if any:
	(List any other consultants and contractors retained by the Owner.) NA
8 4 4 40 °	The Architect identifies the following representative in accordance with Section 2.3:
	ne, address, and other contact information.)
Kenneth	R. Harless
	The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: ne, legal status, address, and other contact information.)
§ 1.1.11.	Consultants retained under Basic Services: 1 Structural Engineer:
	.2 Mechanical Engineer:
	.3 Electrical Engineer:
R 1 1 11 1	Consultants retained under Supplemental Services:
9 1.1.11.2 NA	Constrains retained under Supplemental Services.
INA.	

document was produced by AIA software at 11:18:35 ET on 02/14/2020 under Order No. 1142373089 which expires on 10/02/2020, and is not for resale.

User Notes:
(3B9ADA3A)

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- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

Init.

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each accident, Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2000000.00) per claim and Three Million Dollars and Zero Cents (\$ 3000000.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

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§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - .1 facilitating the distribution of Bidding Documents to prospective bidders;
 - 2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - A organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

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§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:
 - .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors;
 - .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
 - A participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	

§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

NA

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM_2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 Twelve (12) visits to the site by the Architect during construction

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.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

- .4 Two (2) inspections for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within Six (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[]	Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum (Insert amount)
- .2 Percentage Basis
 (Insert percentage value)

Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other (Describe the method of compensation)

NA

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

\$100 per hour for Architect \$85 per hour for Project Manager

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10.00%), or as follows: (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Total Basic Compensation	one hundred	percent (100	%)
Construction Phase	Fifteen	percent (30	%)
Procurement Phase	Five	percent (5	%)
Construction Documents Phase	Forty	percent (40	%)
Design Development Phase	Twenty	percent (15	%)
Schematic Design Phase	Twenty	percent (10	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category Rate (\$0.00)
Architect 100
Project Manager 85

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services

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Init

and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants:
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.
- § 11.9 Architect's insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

- § 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

Init.

1

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

Sections of this contract shall be modified as described in the Final Change letter from the City Attorney to KRH Architects Inc. dated 5/17/19.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101TM_2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203[™]-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

NA

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[NA] AIA Document E204TM_2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)

[NA] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:

Init

1

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

David Pennington, Mayor

(Printed name and title)

ARCHITECT (Signature)

Kenneth R. Harless, President

(Printed name, title, and license number, if required)

Additions and Deletions Report for

AIA® Document B101™ - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:18:35 ET on 02/14/2020.

PAGE 1

AGREEMENT made as of the 2 day of March in the year 2020

City of Dalton
300 West Waugh Street, Dalton, GA 30720

KRH Architects Inc.
855 Abutment Road Suite 4
Dalton, Ga. 30721

Dalton Fire Department Station No.1 Roof Replacement 404 School St, Dalton, GA 30720

Tear-off and replace the existing metal roof with a new standing seam metal roof and the existing builtup roof with new TPO membrane roofing.

PAGE 2

Tear-off and replace the existing metal roof with a new standing seam metal roof and the existing builtup roof with new TPO membrane roofing.

\$296,700

PAGE 3

RFP Advertisement - 3/27/20 Award to Contractor - 5/4/20

June 10, 2020

August 5, 2020 Final Completion 8/19/20 Request for Proposals NA David Pennington, Mayor, City of Dalton 300 West Waugh Street, Dalton, GA 30720 Jason Parker, City Administrator, City of Dalton PAGE 4 <u>NA</u> Kenneth R. Harless <u>NA</u> PAGE 5 § 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2000000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident for bodily injury, death of

any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than <u>Five Hundred Thousand Dollars and Zero Cents</u> (\$ 500000.00) each accident, <u>Five Hundred Thousand Dollars and Zero Cents</u> (\$ 500000.00) each employee, and <u>Five Hundred Thousand Dollars and Zero Cents</u> (\$ 500000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than <u>Two Million Dollars and Zero Cents</u> (\$ 2000000.00) per claim and <u>Three Million Dollars and Zero Cents</u> (\$ 3000000.00) in the aggregate.

PAGE 12

NA

...

NA

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

PAGE 14

.4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.5 If the services covered by this Agreement have not been completed within <u>Six</u> (<u>6</u>) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

[X] Litigation in a court of competent jurisdiction

PAGE 19

NA

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Lians Notes:

NA

PAGE 20

Six (6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

NA

PAGE 21

NA

...

\$100 per hour for Architect \$85 per hour for Project Manager

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus <u>Ten</u> percent (<u>10.00</u>%), or as follows:

...

Schematic Design Phase	Twenty	percent (<u>10</u>	%)
Design Development Phase	Twenty	percent (<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	Fifteen	percent (30	%)

...

Architect Project Manager 100 85

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0.00 %) of the expenses incurred.

... NA

...

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. § 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. 1 % monthly **PAGE 23** Sections of this contract shall be modified as described in the Final Change letter from the City Attorney to KRH Ar chitects Inc. dated 5/17/19. NA [NA] AIA Document E204TM_2017, Sustainable Projects Exhibit, dated as indicated below: NA. Other Exhibits incorporated into this Agreement: David Pennington., Mayor Kenneth R. Harless, President

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:18:35 ET on 02/14/2020 under Order No. 1142373089 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101TM - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)			
(Dated)			

INTERGOVERNMENTAL AGREEMENT FOR

AUTOMATIC AID FOR FIRE SERVICES AND FIRST RESPONSE

This Agreement (hereinafter the "Agreement") is made and entered into this _____day of ______, 2020 by and between the City of Dalton, Georgia, a Georgia municipal corporation, and Whitfield County, Georgia, a political subdivision of the State of Georgia, (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the City of Dalton and Whitfield County are contiguous jurisdictions; and

WHEREAS, the City of Dalton and Whitfield County each maintain and staff a fire department for the purpose of fire prevention, fire suppression, emergency medical response, hazardous materials response, technical rescue, and support services; and

WHEREAS, the City of Dalton and Whitfield County have determined that it is to their, and the citizens of each local government, mutual advantage and benefit to render supplemental fire prevention, fire suppression, emergency medical response, hazardous materials response, technical rescue, and/or support assistance to the other Party in the event of a fire, medical emergency, hazardous material release, or technical rescue incident or other local emergency, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for Automatic Aid and First Response pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A § 36-69-1, et. seq., "The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE I - AUTOMATIC AID AND FIRST RESPONSE

Paragraph 1.0 The Parties have established mutually beneficial response areas which exists within and up to certain feasible boundary limits as designated and agreed upon by Whitfield County Fire Chief and the City of Dalton Fire Chief. Said agreed upon bounds are attached and incorporated into the Agreement as Appendix A. This area will hereinafter be referred to as the "response areas." These response areas may be changed to reflect additions or deletions with the written approval of both Parties. The governing authorities of each Party hereby authorize their respective Fire Chiefs to mutually designate by addition or deletion the applicable response areas.

Paragraph 1.1 The level of Automatic Aid to be provided shall be determined at a level mutually agreed upon by the City of Dalton Fire Chief, or designee, and the Whitfield County Fire Chief, or designee. Upon approval from the Fire Chief or designee providing aid, the Party providing Automatic Aid shall determine the actual amount of equipment and staff it will supply or make available for each incident type, based upon the available personnel, equipment and local conditions at the time of the emergency, taking into consideration those resources necessary to meet the current or anticipated needs of the that Party's own political subdivision to remain in compliance with such Party's policy, rule or law.

Paragraph 1.2 The dispatchers for the Parties will dispatch his/her department's pre-assigned apparatus simultaneously. When dispatching apparatus to a location involving the use of Automatic Aid, each Party's dispatcher will make the other Party and responding personnel aware that the response involves Automatic Aid.

Paragraph 1.3 Personnel who are furnished will work under their own supervisors and with their own equipment to the extent possible.

Paragraph 1.4 All general direction relative to the work will be given by the appropriate personnel of the Party receiving the aid. [The assisting Party's personnel will continue under the command and control of their own supervisors, but will be under the operational control of the requesting Party unless the assisting Party approves an alternative.]

Paragraph 1.5 It is further agreed that, to the extent necessary as determined and agreed upon by the Fire Chiefs for each Party, the Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy.

ARTICLE II – LIABILITY

Paragraph 2.0 There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

Paragraph 2.1 For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.

Paragraph 2.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to the Party providing aid in proportion to the level of actual involvement incurred while providing automatic aid.

Paragraph 2.3 Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE III – COMPENSATION

Paragraph 3.0 Except as provided for in Paragraph 2.2 above, no Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 3.1 The mutual advantage and protection afforded by this Agreement is considered adequate consideration to both Parties.

Paragraph 3.2 Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.

Paragraph 3.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

ARTICLE IV - RELEASE OF CLAIMS

Paragraph 4.0 Except as provided for in Paragraph 2.2 above, and to the extent allowed by law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other Party during the provision of service pursuant to this Agreement.

ARTICLE V - INJURIES TO PERSONNEL

Paragraph 5.0 Any damage or other compensation which is required to be paid to any fire department employee by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

ARTICLE VI - NO BENEFIT TO THIRD PARTIES

Paragraph 6.0 This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VII - TERM OF AGREEMENT

Paragraph 7.0 This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue for a period of 5 years until December 31 of the fifth calendar year. The Fire Chiefs of the Parties shall review this Agreement annually. The Agreement shall be renewed every 5 years by the Parties until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

Paragraph 7.1 Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

ARTICLE VIII - STANDBY OF EQUIPMENT

Paragraph 8.0 Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own fire department.

ARTICLE IX – ADMINISTRATION

Paragraph 9.0 It is agreed by each of the Parties that for the purpose of liaison and administration, the City of Dalton Fire Chief and the Whitfield County Fire Chief shall be jointly responsible.

ARTICLE X – CONSTRUCTION

Paragraph 10.0 Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other automatic aid agreement as specifically provided by the laws of the State of Georgia.

ARTICLE XI - ENTIRE AGREEMENT

Paragraph 11.0 This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 11.1 This Agreement shall be the sole instrument for the provision of automatic aid for emergency services between the Parties.

ARTICLE XII - SEVERABILITY OF TERMS

Paragraph 12.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIII - GOVERNING LAW

Paragraph 13.0 This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

CITY OF DALTON, GEORGIA	WHITFIELD COUNTY, GEORGIA		
Mayor, City of Dalton	Chairman, Whitfield County BOC		
Fire Chief, City of Dalton	Fire Chief, Whitfield County		
Attest:	Attest:		
Clerk, City of Dalton	Clerk, Whitfield County		
APPROVED AS TO FORM:			
City Attorney, City of Dalton	County Attorney, Whitfield County		

APPENDIX A

Response Areas

City of Dalton providing aid to Whitfield County

Station 1

Cleo Way

Covie Dr

Hickory St

Lida St

Walston Ave

Whitehouse Ct

Station 2

Any incidents along Walnut Ave. between Thornton Ave and the traffic light in front of Wal-Mart at 2545 E Walnut Ave.

Station 3

100-1352 Haigmill Lake Rd

1500-1900 Crow Valley Rd

Broadrick Dr

Drake Rd

King Rd

Mallard Rd

Old Haigmill Rd

Shiloh Way

I- 75 Northbound and Southbound from Exit 336-341, and 336 Southbound to 333

Chattanooga Rd/North Bypass

From Old Chattanooga/Chattanooga Rd intersection (just north of the Rocky Face Post Office) to Cleveland Hwy/Hwy 71

Station 4

Brier Dr

Brook Way

Brookview Dr

Brookview Ln

Cascade Way

Courtland Dr

Courtland Ln

Dug Gap Rd (1300 - 2032)

Eagle Point Dr

East Brookhaven Cir

East Dug Gap Mtn Rd

Forest Ln

Harris Dr

Station 4 (cont.)

Hemlock St Holland Ave

I -75 Southbound Exit 333 -328 I-75

Northbound Exit 328-336 Jackson Ave

Katlau Dr

Lacey Ln

Laurel Ln

Market St (Outlet Mall)

Mineral Springs Rd

Mountain Brook Dr

Pearson Dr

Prospect Way

S. Tibbs Rd

Shields Rd

Sourwood Dr

Southcrest Dr

Valleybrook Dr

Villa Way

Wabash Dr

West Brookhaven Cir

West Dug Gap Mtn Rd

Wildwood Lane

Wisteria Dr

Wren Way

Station 5

North Bypass / 52 Connector

From Cleveland Hwy/Hwy 71 to East Walnut Ave on the Bypass

3201N Bypass – Engineered Floors distribution center

Whitfield County providing aid to City of Dalton

Station 1

Centennial Pkwy

Autumn Ct

Sienna Dr

Thistle Dr

Goldenrod Ln

Periwinkle Way

Heather Way

Roberts Dr

Pleasant Grove Dr NE

Dawnville Rd

Station 8

Airport Rd

Airport Rd SE

Frye Rd

Parker Rd

Gaines Rd SE

Station 9

Millstone Cir

Quantum Way

N. Goose Hill Rd

S. Wildberry Rd

Wildberry Rd

S. Goose Hill Rd

Woods Pt

Stoney Run

Pintail Cir

W. Bucks Bluff

Overlook Trl

Mill Creek Rd SW

Old Crider Rd

^{*}For incidents that are typically single unit responses (e.g., medical incidents), dispatch will send the closest station only, unless that unit is not available. When the closest unit is unavailable, the responsible department will be dispatched according to regular alarm assignments. Incidents on Interstate 75 are excluded from this disclaimer.