



**SPECIAL CALLED MAYOR AND COUNCIL MEETING
WEDNESDAY, AUGUST 14, 2019
12:00 PM
DALTON CITY HALL - 300 WEST WAUGH STREET
3RD FLOOR CONFERENCE ROOM**

A G E N D A

WORK SESSION

1. Discussion of Airshow
2. Process and next steps for Hotel at Convention Center
3. Discussion of Potential Lease of City property for Pro Soccer/Cricket Fields
4. Update on Zoning Requests and Possible Design Standards
5. Discussion of Possible Land Swap and Donation
6. Discussion of upcoming 2020 Census
7. Discussion of Code Enforcement Ordinance
8. Miscellaneous Business

REGULAR MEETING

Call to Order

Approval of Agenda

Public Commentary: *(Please State Name and Address for the Record)*

New Business:

1. School Resource Officer Contract with Dalton Public Schools for 2019-2020

Supplemental Business:

Adjournment



CITY COUNCIL AGENDA REQUEST

Meeting Type: Mayor & Council Meeting
Meeting Date: 08-14-19
Agenda Item: SRO Contract with DPS for 2019-2020
Department: Police
Requested By: Assistant Chief Chris Crossen
Reviewed/Approved by City Attorney? Yes

Cost:

Funding Source if Not in Budget

Please Provide A Summary of Your Request, Including Background Information to Explain the Request:

This Agreement is for the Dalton Police Department to provide school resource officers for Dalton Public Schools for the 2019-2020 school year.

**Agreement Between
The City of Dalton, Georgia
And
The Dalton Board of Education
For
The School Resource Officer Program**

This Agreement made and entered into this _____ day of _____, 2019 by and between THE CITY OF DALTON, GEORGIA (the “City”) and THE DALTON BOARD OF EDUCATION (the “Board”) pursuant to O.C.G.A. §20-2-1183.

GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.
2. Maintain a safe and secure environment on campus, which will be conducive to learning.
3. Promote positive attitudes regarding the police role in society.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City shall cause the DALTON POLICE DEPARTMENT (the “Department”) to provide six School Resource Officers (“SROs” or “SRO”) one of which is to be a SRO Sergeant to Dalton Public Schools, as resources are available. These officers will primarily serve at Dalton Public Schools.
2. The Department shall coordinate with the Board on the selection of the SROs and assignment of the officers to the schools. The SROs’ chain of command will be the Department’s supervisory system on all law enforcement matters, and the Department shall hire, train, assign, discipline and dismiss SRO personnel. For non-law enforcement issues the SROs are to work with their assigned school principal and the Dalton Public School System Director of Operations (“Director of Operations”) for the school system, but the SRO’s supervisor shall be the supervisor assigned to the SRO by the Department (the “SRO Supervisor”).
3. In the event the SRO is absent from work, the SRO is to notify both his/her supervisor at the Department and the principal at the school to which he/she is assigned. The Department shall use its best efforts to assign an SRO alternate but shall give primary consideration to the public safety of the City in determining if police personnel are available for SRO duty.
4. The Department shall maintain records relating to the attendance, salary, and any other associated costs for SRO services and provide a copy of said records along with each reimbursement request submitted to the Board. In addition, the records may be provided at any time to the Board upon such a request.

B. HOURS AND SPECIAL EVENTS

1. The SROs will be assigned as follows: Two officers will be assigned to serve Dalton High School, one officer will be assigned to serve Morris Innovative High School. One officer will be assigned to serve Dalton Middle School. One officer will serve the elementary schools. The SRO Sergeant will also serve the elementary schools as well as a floater for all city schools as needed from time to time. The officers will coordinate schedules with their school principals, the Director of Operations and the SRO Supervisor. The SROs shall be on-duty at their assigned schools thirty minutes prior to school start and thirty minutes after school dismissal or times arranged with an individual school's administration and approval by the Department and the Board. During regular hours, SROs may be off campus as needed or required by their duties. The SROs will notify their school principal and the SRO Supervisor when they will be off of the school campus as needed or required by their duty.
2. The Department shall pay overtime for the SROs working special events that are authorized by the SRO Supervisor.
3. SROs that enter contractual agreements directly with the Board for coaching duties, after school programs, athletic events or teaching shall be paid directly by the Board for such duties.
4. All SROs shall wear an approved Department uniform and shall carry their duty weapons while at school unless authorized otherwise by the SRO Supervisor.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. The SRO may assist the principal and Director of Operations in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on the school campus. The principal and Director of Operations shall have ultimate responsibility for preparation and implementation of emergency operations policy. The SRO may advise school officials in declaring an emergency or lockdown situation. The principal and Director of Operations shall have ultimate responsibility for declaring an emergency or lockdown situation pursuant to Board policy.
2. The SRO may present programs on various topics to students and faculty. Subjects may include but are not limited to a basic understanding of the law, role of law enforcement, drug awareness, anger management, the mission of law enforcement, gang education, and familiarization of weapons in a school environment.
3. The SROs are encouraged to interact with students on an individual basis and in small groups to foster a positive relationship between students and law enforcement.
4. The SROs shall make themselves available for conferences involving teachers, parents and faculty upon request by school officials.
5. Upon the request of the school principal or Director of Operations, the SRO shall take all necessary and appropriate law enforcement action against intruders, unwanted guests, or unruly persons who may appear at the school or related school functions.
6. Upon request of the school principal or the Director of Operations, the SROs shall conduct investigations of crimes, which occur at their assigned schools and use other resources if needed for follow up investigations. When requested by the Director of Operations, SROs may conduct investigations at other sites with the approval of the Department.

7. After the principal has conducted a search, locates contraband and requests assistance, the SROs shall follow the Board's Policy for the confiscation of any items or substances that while not illegal are not allowed on school property. The SRO will follow the Department's Policy for the seizure of any illegal items, drugs or substances from students on school property.
8. The SROs shall follow the guidelines of the state law, Board policy and Department policies and procedures in regard to investigations, interviews, and searches relating to juveniles.
9. The SROs shall be granted unlimited access to the buildings and grounds of their assigned school in the regular performance of their duties. The school principal may limit access to areas of the buildings and grounds if good reasons exist.
10. Upon request of the school principal or the Director of Operations, the SROs may observe any questioning by school staff of students suspected of violating Board policy or local or state law.
11. SROs shall execute an acknowledgment form prepared by the Board of SROs responsibilities for safeguarding student information under FERPA.
12. SROs shall enforce criminal law and protect students, staff and the public against criminal activity. SROs shall not be responsible for enforcing school discipline, truancy, violations of student code of conduct or school rules that are not violations of criminal law.
13. SROs shall routinely submit an activity report to the school principal and SRO Supervisor. Said report shall include a description of the activities engaged in by the SRO, number of student related incidents, number of parent incidents, type of incident or criminal activity, number of arrests and related charges, number of searches and items seized, and any other data agreed to by the principal and SRO Supervisor.

D. RIGHTS AND DUTIES OF THE BOARD

1. The Board agrees to reimburse the City for 75% of the personnel and associated costs for the SROs, an estimate of which is set forth on Exhibit "A" and incorporated herein by reference (the "Costs"); provided however, nothing in this Agreement shall limit the Costs to those estimates set forth on Exhibit "A." The Board shall be responsible for 75% of the Costs even if the Costs exceed the budgeted amounts. The Board shall be billed semi-annually for such Costs, in February and August during the Term. The invoice shall be due and payable within 30 days of the Board's receipt thereof. In addition to the terms set forth in Section F, the City may terminate this Agreement immediately upon the failure of the Board to timely make a payment.
2. The principal for each school assigned an SRO will provide the police department with a written assessment of the assigned SRO's performance in May and December during the term. The metrics for assessment will be determined in advance by the principal of the school to which the SRO is assigned and the SRO Supervisor.
3. The Board shall provide to the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs.

- a. Access to and exclusive use to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
 - b. A desk with drawers, a chair, and a filing cabinet, which can be locked and secured.
 - c. Access to a computer terminal and internet access as well as limited access to the Board's Infinite Campus portal for all schools for use within the duties as a law enforcement unit.
4. The Board shall co-operate with the City in its defense of any legal action by a third party against an SRO and/or the City arising out of the performance by the SRO of his duties as set forth herein.
 5. The Board shall designate SROs as "law enforcement units" and not as "school officials" under FERPA.

E. DUTIES OF THE DEPARTMENT AND DISMISSAL OF SCHOOL RESOURCE OFFICER

1. The Department will supply the SROs with the usual and customary office supplies and forms required in the performance of their duties.
2. In the event the Board determines that the particular SRO is not effectively performing his or her duties and responsibilities, the Board shall contact the SRO Supervisor. Within a reasonable time after receiving the information from the Board, the SRO Supervisor shall advise the Chief of Police for the City of the Board's request. The Chief of Police for the City, the appropriate principal, and Director of Operations, or their designees, shall meet, if necessary, with the SRO to mediate or resolve any problems which may exist.
3. The Chief of Police for the City may dismiss or reassign SROs in accordance with the Department's rules, regulations, and general orders.

F. TERM

The City and the Board expressly agree that they have previously executed an Agreement Between The City of Dalton, Georgia and The Dalton Board of Education for The School Resource Officer Program dated July 1, 2019 This Agreement supersedes and replaces the Prior Agreement in all respects, and the Prior Agreement shall be and is terminated and void as of the date of this Agreement. The term of this Agreement shall be twelve (12) months and shall commence on July __, 2019 and expire on July __, 2020 (the "Term"). Provided, however, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

In the event either party determines that a modification of this Agreement is necessary, such party shall request the other party to enter into discussions regarding the modification of this Agreement. Within 5 business days of such request the parties shall hold a discussion and negotiate in good faith in an effort to find a solution to the requesting party's concerns. A request from the Board shall be addressed to the Chief of Police and a request from the City shall be addressed to the Superintendent of the Dalton Public Schools. In the event the parties cannot reach an agreement regarding the modification of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. If neither party elects to terminate this Agreement, the terms of this Agreement shall remain in full force and effect until the expiration of the Term unless sooner terminated as provided herein.

G. SEVERABILITY

Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:

THE DALTON BOARD OF EDUCATION, DALTON GEORGIA

By: _____

Title: _____

Attest: _____

Secretary

THE CITY OF DALTON, GEORGIA

By: _____

Title: Mayor, City of Dalton

Attest: _____

City Clerk

Exhibit "A"

Costs

This proposed budget is calculated based on estimated expenses. The following amounts reflect the cost of the contract with the addition of a sixth SRO serving as a Sergeant over the other SRO's. Also listed is a onetime cost for the new Sergeant SRO.

Salaries	\$325,979.15
FICA	\$23,236.35
Pension/Valic	\$70,833.89
Hosp. Insurance	\$4769.86
Worker's Comp Ins.	\$65,100.00
Life & Disability Ins.	\$3,700.00
Uniforms	\$3,600.00
Training	\$6,500.00
Fuel	\$10,200.00
Total	\$516,424.43
DPS responsibility (total X 75%)	\$387,318.33

*One time cost for a new SRO
Sergeant cost is reflected in total

YR 1	
Vehicles	\$37,000.00
Rifles	\$2,200.00
Basic Uniforms and Equipment	\$3,100.00
Total	\$42,300.00