

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE EFFINGHAM COUNTY SCHOOL DISTRICT, EFFINGHAM
COUNTY, AND THE EFFINGHAM COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT made and entered into this 2nd day of October, 2018, by and between EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter "the County"), EFFINGHAM COUNTY SHERIFF'S OFFICE, acting by and through Jimmy McDuffie in his official capacity as Sheriff of Effingham County, Georgia (hereinafter "the Sheriff's Office"), and EFFINGHAM COUNTY SCHOOL DISTRICT, acting by and through its duly elected Board of Education (hereinafter the "School District"),

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff, through the Sheriff's Office and in coordination with the School District, has instituted and established a School Resource Deputy Program ("the SRD Program") that provides for the placement of Sheriff's Office certified law enforcement officers ("SRDs") within the School District; and

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

WHEREAS, the County, the Sheriff, and the School District desire to establish the guidelines of the SRD Program and have a mutual understanding of the particular roles of each entity in relation to the SRD Program.

NOW THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

ARTICLE 1- PURPOSE

The School District, the Sheriff's Office, and the County agree that the purpose of the SRD Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: allowing students to build positive relationships with law enforcement officers, in the form of SRDs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District grounds; and generally enforcing the laws of the State of Georgia as well as agreed upon county ordinances on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning the week prior to the first day of class and ending one week after the last day of class is in regular session at the end of the school calendar, each such period being comprised of 190 School District business days.

ARTICLE 2- POLICY

It is the policy of the Sheriff's Office to maintain a minimum of eight (8) SRDs for the School District. One SRD each shall be assigned to the three middle schools. One SRD each shall be

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assigned to the two high schools. One SRD shall be assigned to the Effingham College & Career Academy. One SRD each shall be assigned to Effingham County High School/Effingham County Middle School and South Effingham High School/South Effingham Middle School, as well as assisting with any other school in the School District as needed. All eight SRDs shall assist with the elementary schools as needed.

ARTICLE 3- CHAIN OF COMMAND

The SRD Program is part of the Sheriff's Office, and all SRDs shall follow the chain of command of the Sheriff's Office. Each SRD shall coordinate activities with the school's administration. All school related activity must be coordinated by each SRD with the principal's office. When an SRD perceives that law enforcement action is required at a school, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter. The SRDs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SRDs, will remain employees of the Sheriff's Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRD will report to the Sheriff's Office and perform duties as assigned by and through the Patrol Division chain of command and receive law enforcement and SRD training. Upon request by the School District, scheduling and time permitting, the SRD shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session including sporting events, school registration, and summer school. SRD duties for extracurricular events and compensation therefor shall be governed by a separate School Function Security Agreement agreed upon and executed by the Sheriff's Office and School District.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint SRDs. SRDs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

- § Peace Officers Standards and Training (POST) Certification
- § Demonstrated ability to work well with young people and educators
- § Demonstrated maturity and no history of conduct unbecoming a deputy
- § Skills in interpersonal relationships
- § Skills in de-escalation of conflict and in conflict resolution
- § Must adhere to the Sheriff's Office principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens

ARTICLE 5- DISMISSAL OF SRDs

In the event that a principal of a school to which an SRD is assigned believes that the assigned SRD is not effectively performing his/her duties and responsibilities, the superintendent of schools shall notify the SRD Supervisor, as designed by the Sheriff. Within a reasonable amount of time after receiving such notification from the superintendent, the SRD Supervisor shall advise the Sheriff of the superintendent's concerns. If the Sheriff so desires, the superintendent and the Sheriff, or their designees, may meet with the SRD to mediate or resolve any problems they may determine exist. Additionally, the SRD assigned to the school may immediately be re-assigned to another post by the Sheriff.

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ARTICLE 6- SRD DUTIES AND RESPONSIBILITIES

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

- § Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting
- § Act as a deterrent to crime in school buildings, on school grounds, and in communities surrounding schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the schools
- § Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics
- § Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities
- § Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature
- § Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations
- § Assist the Sheriff's Office in the investigation of any crimes which occur on School District grounds; the SRD will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRD
- § Enforce the law of the State of Georgia
- § Communicate with school administrators about law enforcement concerns on School District grounds
- § Be present on school grounds during the hours of 8:00am to 4:00pm during the Regular Academic Session when classes are in session, unless away on school-related business or when a situation occurs where law enforcement must respond
- § As needed, conduct formal interviews of School District students in accordance with Sheriff's Office policies
- § Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with Sheriff's Office policies
- § Maintain a "zero tolerance" policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds. Criminal charges will be filed by the SRD regarding such activities as appropriate and case files sent to the courts of proper jurisdiction.
- § It is acknowledged that a SRD may be called on as a witness or to participate in the School District's disciplinary or truancy processes. However, the disciplining of students for violations of School District policies is solely the responsibility of the School District. A School principal may contact the SRD if he/she believes that an incident involves a violation of Georgia law, after which the SRD shall determine whether a law enforcement response is appropriate. SRDs are not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees. Violations of School District policies observed by the SRD shall be brought to the attention of the appropriate School District administrator.
- § Each SRD shall be responsible for the scheduling of off duty assignments for his/her school
- § Attend pre-planning meetings with administration and instruction staff of the SRD's assigned schools for a complete orientation of the SRD Program as needed or when



requested.

ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRD the following materials, training, and facilities, which are deemed essential to the performance of the SRD's duties:

- § A reasonable work space at the school
- § A copy of relevant School District policies and procedures
- § School operations training

ARTICLE 8- SHERIFF'S OFFICE AND COUNTY'S DUTIES AND RESPONSIBILITIES

- § Provide the SRD with the usual and customary office supplies and forms required for the performance of the SRD's duties
- § Provide uniforms and equipment required of law enforcement personnel
- § Provide a vehicle, fuel, and maintenance
- § Provide law enforcement and SRD training
- § Provide Liability and Workers' Compensation Insurance coverage for the SRDs

ARTICLE 9- REVIEW OF SRD PROGRAM

SRD evaluations will occur in June of each year. A SRD supervisor will perform all evaluations.

ARTICLE 10- COMPENSATION

Unless otherwise provided in a separate School Function Security Agreement, all compensation including overtime pay due to SRDs for work performed pursuant to this Agreement, as well as insurance and other benefits, if any, shall be paid to the SRDs by the Sheriff's Office in accordance with the Sheriff's Office payroll procedures. The School District shall pay seventy-five percent (75%) and the County shall pay twenty-five percent (25%) of the total cost described in this paragraph. The County will invoice the School District twice per year for its share of all compensation paid to the SRD for his or her work related to the School District. The School District shall pay each invoice within thirty (30) days of receipt.

Extracurricular activities for which the SRD is requested by school administrators to perform additional work outside the SRD's regular duty day during the Regular Academic Session will be solely at the option of the SRD and is governed by a separate School Function Security Agreement. SRDs performing work outside the SRD's regular duty day for the School District will be expected to comply at all times with the standard operating procedures (SOPs) and other applicable employment policies of the Sheriff's Office, and the SRD may be disciplined for violating any SOPs or other applicable policies while performing work outside the SRD's regular duty day for the School District. Since the SRD will be in uniform and using equipment and vehicles of the Sheriff's Office while performing work outside the SRD's regular duty day for the School District, the SRD will be considered to be engaged in law enforcement activity and will be covered by the County's liability and workers' compensation insurance while performing such work. SRDs utilized by the Sheriff's Office outside of schools and the Regular Academic Session will be paid by the County.



ARTICLE 11-TERM



This agreement will automatically renew for successive one-year terms commencing on July 1st and ending on June 30th each year unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the end of the then-current term.

ARTICLE 12- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by a negligent, reckless, or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligent, reckless, or intentional act.

ARTICLE 13- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 14- NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

§ To the School District:

Dr. Randy Shearouse, Superintendent
Effingham County School District
405 N. Ash Street
Springfield, Georgia 31329
Facsimile: (912) 754-7033

With a copy to:

James D. Kreyenbuhl, Esq.
Brennan, Harris & Rominger LLP
P.O. Box 2784
Savannah, Georgia 31402
Facsimile: (912) 236-4558

§ To Effingham County:

~~XXXXXXXXXX~~ County Administrator
601 N. Laurel Street

Springfield, Georgia 31329
Facsimile: (912) 754-4157

With a copy to:

Edward L. Newberry, Jr., Esq.
The Newberry Law Firm, P.C.
P.O. Box 790
Springfield, Georgia 31329
Facsimile: (912) 407-0379

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To the Sheriff's Office:

Sheriff Jimmy McDuffie
130 E. 1st Street
Springfield, Georgia 31329
Facsimile:

With a copy to:

Edward L. Newberry, Jr., Esq.
The Newberry Law Firm, P.C.
P.O. Box 790
Springfield, Georgia 31329
Facsimile: (912) 407-0379

ARTICLE 15- GENERAL PROVISIONS OF THIS AGREEMENT

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

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

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

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

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

ARTICLE 16- ENTIRE AGREEMENT

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.

ARTICLE 17- SEVERABILITY OF TERMS

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

ARTICLE 18 - IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

In conclusion: The SRDs work for the Sheriff in conjunction with the School District Board of Education. The SRDs enforce Georgia State Laws and County Ordinances. The SRD does not enforce School District policies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

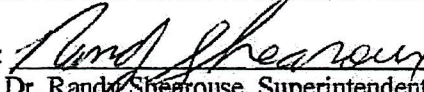
EFFINGHAM COUNTY SHERIFF'S OFFICE

By: 
Jimmy McDuffie, Sheriff

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: 

EFFINGHAM COUNTY SCHOOL DISTRICT

By: 
Dr. Randy Shearouse, Superintendent