

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Habersham County Sheriff's Office S.R.O. Program Intergovernmental Agreement (IGA)

DATE: August 9, 2024

RECOMMENDATION

POLICY DISCUSSION

BUDGET INFORMATION: Revenue Generating MOU

STATUS REPORT

ANNUAL-

OTHER

CAPITAL-

PRESENTED BY: Tim Sims

COMMISSION ACTION REQUESTED ON: August 19, 2024

PURPOSE: This Executive Summary is requesting Commission approval of the attached Intergovernmental Agreement (IGA) and included funding provisions between the Habersham County School District and the Habersham County Sheriff's Office/Habersham County Board of Commissioners related to the Habersham County Sheriff's Office School Resource Officer (S.R.O.) Program

BACKGROUND / HISTORY: The Habersham County Sheriff's Office currently has one (1) supervisor, and thirteen (13) deputy sheriffs budgeted/assigned to the Habersham County School District to serve as School Resource Officers within the schools. Discussions between sheriff's office officials, school system officials, and county government officials have resulted in the proposed Memorandum of Understanding with 100% funding allocations for the fourteen (14) School Resource Officer positions by the School Board. This would provide for school resource officer coverage at all 14 schools within Habersham County.

FACTS AND ISSUES:

The HCSO, the HCSD, agreed to fund additional school resource officers in FY2024 so that each school within the Habersham County School System will have a school resource officer on campus during all times while schools are in session. In FY2024, the funding allocation was split 80/20 with the HCSD, however the HCSD had agreed to fund these positions 100% in FY2025 based upon actual expenditures. These will be billed to the HC School System as the expenses occur. This IGA will automatically renew each year with the budget being adjusted as approved during the annual budget process. The agreement can be terminated with written notice of intent to terminate given at least 60 days prior to termination date.

OPTIONS:

- 1) Recommend approval of the Intergovernmental Agreement with the Habersham County School Board for providing School Resource Officers to the HCSD. HCSD will reimburse 100% of actual costs to the Habersham County Board of Commission during the tenure of this agreement.
 - 2) Deny the recommendation of the Intergovernmental Agreement with the Habersham County School Board for providing School Resource Officers to the HCSD. HCSD will reimburse 100% of actual costs to the Habersham County Board of Commission during the tenure of this agreement.
 - 3) Commission defined alternative
-
-

RECOMMENDED SAMPLE MOTION:

Motion to approve the Intergovernmental Agreement with the Habersham County School District to provide School Resource Officers to HCSD as provided in the IGA and authorize the chairman to execute the attached School Resource Officer Program IGA.

DEPARTMENT:

Prepared by: Finance on behalf of the Habersham Sheriff's Office

Director: _____

**ADMINISTRATIVE
COMMENTS:**

_____ **DATE:** _____

County Manager

SCHOOL RESOURCE OFFICER PROGRAM
INTERGOVERNMENTAL AGREEMENT

GEORGIA, HABERSHAM COUNTY

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") entered into this ____ day of _____, 2024, by and among the **HABERSHAM COUNTY SHERIFF'S OFFICE**, by and through its duly elected sheriff (hereinafter referred to as "HCSO"), the **HABERSHAM COUNTY SCHOOL DISTRICT**, by and through its duly elected Board of Education and its duly appointed School Superintendent, (hereinafter referred to as "HCSD"), and the **HABERSHAM COUNTY GOVERNMENT**, by and through its duly elected Board of Commissioners (hereinafter referred to as "HCBOC");

WITNESSETH:

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the Parties are authorized to enter into intergovernmental agreements for periods not exceeding 50 years in connection with activities these governments are authorized to undertake; and

WHEREAS, HCSD, a governmental entity, recognized and created by the State of Georgia, is charged with the operation of school campuses and other properties for the purpose of providing an education to the children of Habersham County, Georgia;

WHEREAS, all parties believe that the school children of Habersham County are our greatest resource and that every opportunity and resource should be used to increase and maintain the safety and security of the county schools, students, administrators, teachers, and staff;

WHEREAS, the HCSO, the HCSD, and the HCBOC have instituted and established a School Resource Officer Program, which provides for deputy sheriffs to be assigned to schools within the Habersham County School System for the purposes of providing safety, prevention, and resource services to the school system. The School Resource Officer Program has received

overwhelming acceptance and support from the participating entities and the community in general. The School Resource Officer (SRO) Program has been extremely successful in creating a safe school environment in the Habersham County School System as well as providing students with outstanding role models.

NOW THEREFORE, BY AND THROUGH AGREEMENT HEREIN, the HCSO, the HCSD, and the HCBOC hereby agree as follows:

I. SERVICES PROVIDED

The HCSO will provide school resource officer services to the HCSD by providing deputy sheriffs for assignment to the elementary and secondary schools within the Habersham County School System. The number of school resource officers will be determined by mutual agreement among all parties and their particular assignments will be within the sole discretion of the Sheriff (or his designee). The HCSO shall be fully and solely responsible for ensuring that all deputies assigned to the SRO Program have completed all necessary and required training, and obtained all necessary and required certifications, as established by the State of Georgia.

II. TERM

This Agreement shall take effect on July 1, 2024 and continue through June 30, 2025. This Agreement shall automatically renew each July 1 thereafter for successive terms. Any party to this agreement may terminate this Agreement upon giving written notice to the other parties of the intent to terminate at least 60 days prior to the termination date.

III. FUNDING

All parties agree to the following funding structure for the SRO Program:

The HCSD has budgeted for the SRO Program the sum of \$1,103,397.00 for FY2024-2025 (attached hereto as Exhibit "A"), which allocates a four percent increase to HCSD.

HCSO will pay 100 percent of the actual costs of the personnel provided and assigned to HCSO including salary, benefits and operating expenses. HCBOC shall invoice the HCSO on the tenth of each month for all such actual costs accrued during the previous month for the actual time the SRO personnel worked for the HCSO. HCSO shall remit payment by the 30th of each month.

Sheriff's office employees assigned to the SRO Program shall remain employees of the Habersham County Sheriff's Office and shall be subject to employment status provisions, promotional opportunities, training opportunities, pay, County personnel policies and benefits pursuant to Sheriff's Office policies, procedures, and operations. Said personnel shall be paid by and through Habersham County Finance Department.

IV. RECORDS

All records pertaining to the School Resource Officer Program shall be collected and maintained by the HCSO. These records shall include, but not be limited to, employee personnel files, monthly reports, and statistical data. All criminal and juvenile complaint reports shall be maintained by the Sheriff's Office Records Division and will be subject to Georgia Open Records Laws. All budgetary records related to the School Resource Officer Program shall be collected and maintained by the Habersham County Finance Department.

V. AUTHORITY

The Sheriff (or his designee) shall be fully and solely responsible for the supervision of all deputies, supervisors, school resource officers, investigators, or other personnel of the HCSO providing services to the HCSO. However, HCSO does reserve the right to request the Sheriff that a particular deputy, supervisor, school resource officer, investigator or other personnel of the HCSO not be assigned to any duties related to the HCSO. All HCSO personnel assigned to the HCSO shall, at all times, remain under the chain of command and control of the Sheriff (or his designee). HCSO shall hold HCSO

harmless from any and all liability that may result from any action from or lack thereof by any HCSO deputy, supervisor, school resource officer, investigator or other personnel of the HCSO.

VI. EXTRACURRICULAR SECURITY DETAILS AND TRAFFIC CONTROL

HCSO shall be responsible for the scheduling of both morning and afternoon school traffic. The cost of this function is included in the funding discussed in Paragraph III above. The HCSO shall also be responsible for the scheduling of all extracurricular security details as well as traffic control at all extracurricular activities (i.e., sporting events, graduation, etc.). The HCSO shall be financially responsible for compensating all HCSO personnel for extracurricular security and traffic control details separate and apart from the financial obligation discussed in Paragraph III above.

VII. FACILITIES AND EQUIPMENT

The HCSO shall provide office space for each School Resource Officer at the school at which the School Resource Officer is assigned. All equipment and vehicles shall be provided by the HCSO, shall remain the property of the HCSO, and shall be maintained in accordance with Sheriff's Office policy.

VIII. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

All parties understand and agree to the following regarding FERPA and Education Records Disclosure:

- a) That Personally Identifiable Information (PII) (to include, but not be limited to, the student's name, social security number, date of birth, home address, etc.) of students attending school within the Habersham County School System is subject to disclosure restrictions in accordance with the Family Education Rights and Privacy Act (FERPA);
- b) That FERPA does permit schools and districts to disclose educational records (and the PII contained in those records) without appropriate consent to "school officials"

provided that the school or district has determined that the "school official(s)" has or have a "legitimate educational interest" in the education records;

- c) That the HCSO deputy sheriffs assigned to the School Resource Officers Program and Criminal Investigators assigned to provide law enforcement services (ensuring school safety and the physical security of students) to the HCSD have a legitimate educational interest in the education records and are providing these services in addition to the HCSD maintaining its own Board of Education Police Department.
- d) That the HCSO deputy sheriffs assigned to the School Resource Officer Program and Criminal Investigators assigned to provide law enforcement services to the HCSD are under the "direct control" of the school and/or district with respect to the use and maintenance of the education records. This direct control requires that education records released to HCSO deputy sheriffs assigned to the School Resource Officer Program and Criminal Investigators assigned to provide law enforcement services to the HCSD be always maintained in a confidential manner and that any further dissemination or re-disclosure be directly related to the purpose said records were originally released.
- e) That the HCSD Annual Notification of FERPA Rights shall include the disclosure that HCSO deputy sheriffs assigned to the School Resource Officer Program and Criminal Investigators assigned to provide law enforcement services to the HCSD are considered "school officials with legitimate educational interests in the education records";

IX. GOVERNING LAW

This Agreement and all provisions contained within this Agreement shall be governed in accordance with the laws of the State of Georgia.

X. AMENDMENTS

This Agreement may be amended from time to time by the full written consent of all parties as needed to meet the needs and requirements of all parties concerned.

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

For the **HABERSHAM COUNTY SHERIFF'S OFFICE**

_____ (SEAL) Attest: _____ (SEAL)

_____ Initials

_____ Initials


Joey Terrell
Habersham County Sheriff

Notary Public

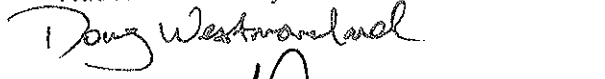
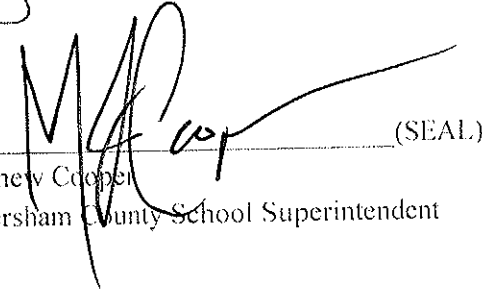
My commission expires:


SIGNATURES CONTINUED ON THE FOLLOWING PAGE
For the **HABERSHAM COUNTY SCHOOL DISTRICT**

 (SEAL)
~~Russell Nelson~~
Habersham County School Board Chairman

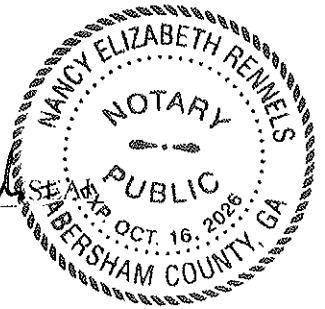
Attest:  (SEAL)
Notary Public

My commission expires:
10-16-2026


 (SEAL)
Matthew Cooper
Habersham County School Superintendent

Attest:  (SEAL)
Notary Public

My commission expires:
10-16-2026



For the **HABERSHAM COUNTY BOARD OF COMMISSIONERS**

_____ (SEAL)
Ty Akins
Habersham County Commission Chairman

Attest: _____ (SEAL)
Notary Public

My commission expires: