

# **AGENDA**

# August 4, 2009

# I. CALL TO ORDER

# II. MATTERS BEFORE COMMITTEE

- 1. Approval Sale of Seized Vehicles
- 2. Housing Authority Extra Patrol Agreement
- 3. Approval Walton County School SRO Program Agreement

# III. ADJOURN



# **AGENDA**

# August 4, 2009

Item:
Approval - Sale of Seized Vehicles  Department:
Additional Information:
Financial Impact:
Budgeted Item:
Recommendation / Request:

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List of Vehicles to be approved for Sale

### Seized Vehicles for Sale:

- 1. 1994 Chevrolet Truck VIN-1GCCS14Z3R8195970 (Terry Jackson)
- 2. 1978 Chevrolet Impala VIN-1L69U8S142294 (Tony Byrd)
- 3. 1998 Ford Escort VIN-3FAFP15PXWR248272 (Christopher Swain)
- 4. 1999 Chevrolet Truck VIN-1GCEC14W3XZ178864 (Ray Glenn Welch)
- 5. 2004 Ford Mustang VIN-1FAFP40654F208854 (Charman Denise Strickland)



# **AGENDA**

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Housing Authority Extra Patrol Agreement  Department:
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### AGREEMENT FOR EXTRA POLICE PATROL

OF

# HOUSING AUTHORITY PROJECTS

The Monroe Housing Authority and the City of Monroe hereby make the following agreement for additional police services over and above that which the City of Monroe is obligated to provide under its cooperation agreement with the Housing Authority. This agreement is made with the with the standing that the Housing Authority Projects are an integral part of the City of Monroe, and that any police services in the Housing Projects produce benefit to the City of Monroe as well as to the Housing Authority.

- 1. The Monroe Housing Authority will pay the City of Monroe \$70,000.00 to provide over and above base-line services, two police officers. These two police officers are to stagger their days off so that one officer will work at least six (6) hours of a twelve (12) hour shift each day, seven (7) days per week, for a period of 2 years in the Housing Authority projects. At the end of the 2 year contract period this contract shall be renewed yearly upon payment of \$1.00 to the City of Monroe.
- The amount paid by the Housing Authority is intended to represent approximately fifty percent
  of the cost of salary and benefits which the City of Monroe incurs for two police officers. The
  remaining cost for the two police officers assigned to the Housing Projects will be absorbed by
  the City of Monroe.
- 3. This agreement will take effect on August 3, 2009 and will end on August 2, 2011.
- 4. A one time payment of \$70,000.00 will be made under this agreement after the City of Monroe submits an invoice to the Housing Authority.
- 5. The officers assigned to this patrol will normally work from 12:00 p.m. to 12:00 a.m., seven days each week. The officers will alternate their days off so that one officer will be on-duty at all times during their assigned shift.
- 6. The on-duty officer will spend a minimum of six hours of his shift of duty in the Housing Authority projects parked in or providing motorized and walking patrols. He will spend 50 percent of that time parked in or patrolling George Walton Homes, Carver Place and King Street The remaining 50 percent of that time will be spent patrolling all other Housing Authority project sites within the City of Monroe.
- 7. The on-duty officer assigned to this patrol will not answer calls outside of the housing projects except in the following situations:
  - A. When another officer issues a distress signal.
  - B. When an emergency exists that requires calling in off duty officers.
  - C. When volume of calls exceed officers on duty in other zones then the officer in zone 6 may be dispatched to answer calls outside of zone 6 in case of emergencies.
- 8. The on-duty officer assigned to this patrol will systematically visit each tenant in the project to identify himself as a friendly protector of law-abiding tenants, and will try to establish rapport with the tenants and enlist their support and cooperation to deter crime.
- 9. The on-duty officer will arrange his work schedule so that he will spend time driving through the area, sitting in the car in designated areas and walking in the project areas. The officer will be polite and courteous to law abiding tenants and their guests, and he will take time to converse with the tenants and present a positive image of law enforcement.
- 10. While in the project areas the on-duty officer will observe any suspicious activity in the area and investigate such activity to determine if it is criminal. If any crime is observed the officer will make an arrest.
  Item # 2

- 11. The on-duty officer may use a tenant list provided by the Housing Authority to determine if persons who come in the area are authorized to be there. Any person not known by the on-duty officer may be stopped and asked to identify himself and state the reason for being in the area; the officer will inform the person that he is being questioned to identify persons who have no legitimate reason for being in the area. If the person is on the tenant list or states that he is visiting someone who is on the tenant list he will be thanked for cooperating with the on-duty officer. If the person has no valid reason for being in the area, he will be asked to leave and will be told that this is part of the Housing Authority=s efforts to reduce illegal drug activity in the project area. If the person should refuse to leave he will be issued a form to show that he is a trespasser, and if he still refuses to leave he will be a trespasser.
- 12. The two Monroe Police officers assigned to work in the Housing Projects will organize and coordinate a Neighborhood Watch Program at four different locations within the projects. The coordination of the Neighborhood Watch Program shall require the assigned officers to attend meetings at these locations. While the assigned officer is in attendance at these meeting and a call for service for Zone 6 comes in, the shift supervisor will dispatch another officer to answer the call.
- 13. The Housing Authority will be given, each Monday morning, copies of all reports of incidents That occurred during the prior week in any of the housing projects regardless of which officer prepared the reports.
- During the period of this agreement the officers will prepare a daily report of their activities for the Housing Authority. This daily report will show the time entered the Housing Project; the time exited the Housing Project, total time spent in the Housing Project each day, total time spent out of the Housing project each day, explanation of time spent out of the Housing Project, and description of activities while in the Housing Project. A form will be provided by the Housing Authority for this purpose.
- At all times during the term of this contract, the officers shall remain under the control of the Monroe Police Department.

This 22<sup>nd</sup> day of July,2009

City of Monroe

City of Monroe Housing Authority



# **AGENDA**

# August 4, 2009

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Approval - Walton County School SRO Program Agreement  Department:
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SRO Agreement 2009-2010 School Year

#### **Agreement Between**

### **The Walton County School System**

#### And

### The Monroe Police Department

For

### The School Resource Officer Program

THIS AGREEMENT made and entered into the \_\_\_\_\_\_\_, for the 2009-2010 school year, by and between THE WALTON COUNTY SCHOOL SYSTEM, and THE CITY OF MONROE.

#### WITNESSETH

- A.) The School System and the Monroe Police Department desire to provide law enforcement and related services to the public schools of Walton County within the city limits of Monroe; and
- B.) The School System and the Monroe Police Department recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Monroe and particularly to the faculty and students of the Public School System of Walton County that are within the city limits of Monroe, Ga.;
- C.) It is in the best interests of the School System, the Monroe Police Department and the citizens of Monroe to continue this program.
  - THEREFORE, in consideration of the mutual promises and covenants herein contained, the School System and the City of Monroe Police Department hereby agree as follows:

### **ARTICLE I**

The School Resource Officer Program has been established in the Public School System of Walton County, Ga. for each school calendar year:

### **ARTICLE II**

Rights and Duties of the Police Department

The Monroe Police Department shall provide School Resource Officers (hereinafter referred to as SRO's") as follows:

- A.) Number of School Resource Officers
  - 1. A) The Monroe Police Department shall assign one regular employed police officer funded by the Walton County Board of Education to each of the following schools:

Monroe Area High School

The Walton County Performance Learning Center

- 2. The SRO's shall do class presentations when requested by the school administration or faculty on subjects relevant to subject matter, age group and the officer's expertise on the given subject.
- 3. The Chief of Police shall assign a supervisor for the SRO unit to oversee the officers assigned to the above schools and to perform scheduled or non-scheduled visits to each campus site to perform other assigned tasks including:
  - a. Approving reports, providing leadership, training and direction, conducting evaluations on SRO's. Analyzing campus statistics and problem areas' establish rapport with administration, traffic issues, giving monthly reports to the superintendent and oversee security at all major functions at campus sites. Keep updates with juvenile court, accurate school crime reports, maintain time records pertaining to overtime and compensation time.
  - b. Being available to assist and/or coordinate investigations for criminal related incidents on school system employees that have students listed as the complaint/victim.

c. Liaison with the School System

### B. Regular Duty Hours of School Resource Officers

1. Each SRO shall be assigned to a school on a full time basis and during those hours and that the school is in regular session they shall be on campus from ½ hour prior to the start of classes until ½ hour after classes are dismissed. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments.

The Chief of Police or his designee may temporarily reassign the SRO during school holidays and vacations and/or during the periods of law enforcement emergency.

2. Regular working hours may be adjusted on a situational basis with the consent of SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activity requiring the presence of a law enforcement officer.

SRO's will be off campus for training required by the Monroe Police Department and for training that is mandated by the Georgia Peace Officer's Standards Act.

### C. Overtime hours for School Resource Officer

- 1. Overtime hours for School Resource Officers that are authorized and approved by the Monroe Police Department shall be paid by the Police Department in accordance with the Monroe Police Department's established overtime procedures.
- 2. SRO's who enter into a contractual agreement with the Walton County School System for coaching duties or intramural after school programs shall be paid by the School System in accordance with Walton County School System established procedures.
- 3. SRO's who are requested to work overtime hours at their respective campuses by school administration for security, sporting events and other special projects shall be paid by the school system in accordance with the current established Monroe Police Department SOP.

### D. Duties of School Resource Officers

- 1. Instructional responsibilities of SRO's shall be:
  - a. Act as an instructor for specialized, short-term programs at the campus sites when invited to do so by the school administration or members of the faculty.
  - b. The School Resource Officer shall make available to each campus faculty and students a variety of law related presentations.
  - If requested by the Health and Physical Education
    Department of the schools, SRO's shall teach the lawrelated part of ADAP (Alcohol Drug Awareness
    Program), general knowledge of Georgia traffic laws and
    any other subjects relevant to instructional progress of the
    class.
  - d. The SRO at each school shall make available a variety of law related presentations to the faculty and students.

### 2. Additional Duties and responsibilities of all SRO's:

- a. The SRO shall coordinate all of his/her activities with the school administration and will seek permission and guidance prior to enacting any program within the school.
- b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of the laws and the role of the SRO.
- c. The SRO is responsible for all traffic directing at their respected school.
- d. The SRO shall make himself or herself available for conferences with parents, students and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.
- e. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may occur on campus or during school, sponsored events.

- f. The SRO shall take emergency law enforcement action when required. As soon as practicable, the SRO shall make the Principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against patents and unwanted guest who may appear at the school and related school function, to the extent that the SRO may do so under the authority of law.
- g. The SRO may assist with non-campus investigations related to runaways that attend the school to which the SRO is assigned.
- h. The SRO shall maintain a detailed weekly report of his/her duties during the operation of school hours.
- i. The SRO shall not act as a school disciplinarian.

  However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. School Resource Officers are not to be used for regularly assigned lunchroom duties, hall monitors, bus duties or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is solved.

#### ARTICLE III

Financing of the School Resource Officer Program

The School System agrees to pay \$83,944.00 as its share of the School Resource Officer Program. The Contract will continue to stay open for negotiation.

Funds provided by the School System during the term of this agreement for the total amount of \$83,944.00 for the School Resource Officer services listed in this agreement shall be paid to the City of Monroe Police Department at the end of the school year.

### **ARTICLE IV**

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the Monroe Police Department and shall not be employees of the Walton County School System. The School System and the Monroe Police Department acknowledges that the School Resource Officers shall remain responsive to the chain of command of the Monroe Police Department.

### **ARTICLE V**

### Appointment of School Resource Officers

- A. The Monroe Police Department's School Resource Officer Unit Commander shall be responsible for the recruiting, interviewing and evaluation of School Resource Officers.
- B. SRO applicants must meet the following requirements:
  - 1. The applicant must be a volunteer for the position of School Resource Officer.
  - 2. The applicant must be an officer in "Good Standing" with no disciplinary problems in their personnel file.
  - 3. Post-secondary education is preferred but not required.
- C. The Unit Commander will also take in to consideration job knowledge, experience, training, education, appearance, attitude, communications skills and bearing.
- D. The names of any applicants receiving a favorable recommendation from the Unit Commander shall be forwarded to the Chief of Police who shall appoint a viable officer from the list that was recommended.
- E. Any SRO may transfer to any school when a vacancy occurs provided:
  - 1. The Principal agrees with the transfer;
  - 2. The SRO supervisor agrees with the transfer.

#### **ARTICLE VI**

### Dismissal of School Resource Officer; Replacement

A. In the event the principal of the school to which the SRO is assigned feels that the particular SRO is not effectively performing his or her duties and responsibilities. The principal shall recommend to the Unit Commander and/or the Chief of Police that the SRO be removed from the program from his or his or her school and state the reason therefor in writing. Within a reasonable time after receiving the recommendation from the principal, the Unit Commander or his designee, shall meet with the SRO to mediate or resolve any problem, which may exist.

At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation is not sought by the Unit Commander, then the SRO shall be removed from the program at the school and a replacement shall be obtained.

- B. The Unit Commander may dismiss or reassign a SRO based upon Monroe Police Department Policy, Regulations and/or General Orders and when it is in the best interest of the citizens of Monroe and Walton County.
- C. In the event of the resignation, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, the School Resource Officer Unit Commander shall recommend a permanent replacement for the SRO position.
- D. Transfers will not be permitted during the school year, except under certain circumstances such as vacancies or promotions. SRO's requesting a transfer to a new school should submit a request in writing. Transfers shall be subject to approval as described in Article V, Section E of this contract.

## **ARTICLE VII**

### Good Faith

The Walton County School System and the City of Monroe and their employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiations between the **Mayor of the City of Monroe** and the **Superintendent**, or their designee.

The City of Monroe	
Greg Thompson, Mayor	Date
Julian L. Jackson, City Administrator	Date
The Walton County School System	
Superintendent	Date