**MEMORANDUM OF UNDERSTANDING**

**INTER-AGENCY AGREEMENT (MOUIA)**

GEORGIA, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY.

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY SCHOOL DISTRICT, by and through its Board of Education, hereinafter referred to as "\_\_\_\_\_\_\_\_", as Party of the First Part, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY SHERIFF’S OFFICE or POLICE DEPARTMENT, by and through its duly elected Sheriff/Chief of Police, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_\_\_\_", as Party of the Second Part;

**W I T N E S S E T H:**

**WHEREAS**, \_\_\_\_\_\_\_, 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Georgia;

**WHEREAS**, both parties believe that the school children of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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**, \_\_\_\_\_\_ is willing and able to provide protection, safety services, and a law enforcement presence in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System;

**WHEREAS**, \_\_\_\_\_\_ believes the \_\_\_\_\_\_ plan of protection services and law enforcement presence will provide a safe and secure environment for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System;

**WHEREAS**, both parties desire to enter into a Memorandum of Understanding Inter-Agency Agreement, specifying the relationship between the parties and setting forth the work flow, responsibilities and duties of each party as related to providing a safe and secure environment for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System;

**NOW THEREFORE**, the parties hereto hereby agree as follows;

1.

This Agreement is made pursuant to the Constitution for the State of Georgia, Article IX, Section III, Paragraph 1, Intergovernmental Contracts.

2.

This Agreement shall run for an initial (3) year term. Such initial term shall commence on July 1, \_\_\_\_\_\_ and terminate on June 30, \_\_\_\_\_. This Agreement shall automatically be renewed for successive three (3) year terms, unless either party should give written notice to the other party of its intent to terminate at least sixty (60) days prior to the expiration date.

3.

\_\_\_\_\_\_\_ shall provide to \_\_\_\_\_\_\_, the \_\_\_\_\_\_\_\_\_\_(\_\_) school campuses and all other properties owned and operated by the \_\_\_\_\_\_\_\_ with a full and complete law enforcement presence.

4.

This law enforcement presence shall include the full time assignment of a minimum of \_\_\_\_\_(\_\_) deputies and \_\_\_\_\_(\_\_) full time supervisor to be present on school grounds during all times that the school system is in session or operation. This presence shall include any other officers or deputies deemed necessary at the discretion of the Sheriff. This presence will also include the use of any law enforcement dogs for the detection of drugs, weapons, or other contraband, as deemed necessary by the Sheriff or his office.

5.

\_\_\_\_\_\_\_ shall be fully and solely responsible for insuring that all deputies assigned to the \_\_\_\_\_\_ have completed all the necessary and required training, and obtained all necessary and required certifications, as established by the State of Georgia. \_\_\_\_\_\_\_\_ shall be fully and solely responsible for insuring that all deputies assigned to the \_\_\_\_\_\_\_\_ have been provided with all necessary and required guns, ammunition, law enforcement equipment and uniforms to sufficiently and adequately perform the duties of deputy.

6.

\_\_\_\_\_\_\_ and Sheriff?Chief \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be fully and solely responsible for the supervision of and the actions of any and all deputies, supervisors, resource officers, and other personnel of the \_\_\_\_\_\_\_\_ assigned to duty in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System. \_\_\_\_\_\_\_ shall not be held responsible or liable for any actions of said deputies, supervisors, resource officers, or other personnel of the \_\_\_\_\_\_\_ assigned to duty in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System. \_\_\_\_\_\_ shall hold \_\_\_\_\_\_ harmless from any and all liability which may arise as the result of any action or failure to action by any deputy, supervisor, resource officer, or other personnel of the \_\_\_\_\_\_\_ assigned to duty in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System. \_\_\_\_\_\_\_ shall be solely responsible for the hiring or termination of any deputies, supervisor, resource officer, or other personnel of the \_\_\_\_\_\_ assigned to duty in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System. However, \_\_\_\_\_\_ does reserve the right to request of the Sheriff that a particular deputy, supervisor, resource officer, or other personnel of the \_\_\_\_\_\_\_ not be assigned for duty in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System shall not be considered an employee, contractor, subcontractor, or other relation of \_\_\_\_\_\_\_\_ and shall not be entitled to any compensation or other benefits from the \_\_\_\_\_\_\_\_.

7.

In exchange for this increased law enforcement presence, \_\_\_\_\_\_\_\_ shall pay to \_\_\_\_\_\_\_ an annual fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the law enforcement presence on school campuses. Such fee shall be paid in twelve (12) monthly installments of $\_\_\_\_\_\_\_\_\_\_ commencing on July 1, \_\_\_\_\_\_\_\_.

8.

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_will be responsible for ensuring that all priority traffic areas and school crossings are covered. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may choose to coordinate with city police departments to provide necessary coverage. This coverage will be provided by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for both the commencement of school each morning and the dismissal of school each afternoon. A comprehensive traffic plan approved by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Sheriff/Chief) will be shared with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Superintendent of Schools and the \_\_\_\_\_\_\_\_\_ School Transportation Director.

9.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be responsible for the scheduling of security and traffic direction for all extracurricular activities and sporting events held ad hosted by \_\_\_\_\_\_\_. \_\_\_\_\_\_\_ shall be compensated for such security services in the same manner and fashion as it has been compensated in the past by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System Athletic Department, directly through the Board of Education/Superintendent's office, individual schools and applicable sponsoring organizations. The \_\_\_\_\_\_\_\_ shall not be financially responsible for providing such services. \_\_\_\_\_\_\_\_ shall be responsible for security and traffic direction at large community events such as Graduation, as a service to the community as a whole and at no additional charge to \_\_\_\_\_\_\_\_.

10.

\_\_\_\_\_\_\_, by and though the Sheriff/Chief or the Supervisor assigned to the school system, shall provide periodic updates and reports to the \_\_\_\_\_ Board of Education regarding each School Resource Officer’s interaction with students, any special or other educational programs conducted by such officers, and general updates as to their presence in the schools.

11.

\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_ shall cooperate fully with each other to ensure that the children of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System and the administrators, teachers, and staff are in a safe, secure and protective environment on a daily basis. Both parties hereby agree that the protection of our school children, teachers, administrators, support staff and visitors to the school(s) is of the utmost importance and shall take first priority.

12.

This Memorandum of Understanding Inter-Agency Agreement may be amended from time to time by the full written consent of the parties as needed to meet the needs and requirements of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County School System.

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

For the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY BOARD OF EDUCATION**

Signed, sealed and delivered in presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Witness Chairperson of the BOE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Notary Public Superintendent

My commission expires:

(SEAL)

**For the \_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signed, sealed and delivered in presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL) By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SEAL)

Witness Sheriff/Chief

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My commission expires:

(SEAL)

**For the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ COUNTY BOARD OF COMMISSIONERS/CITY COUNCIL**

Signed, sealed and delivered in presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

My commission expires: Print Name Title

(SEAL)