

City of Guyton, Georgia
CITY COUNCIL WORKSHOP
August 2, 2022 at 7:00 P.M.



C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street
Guyton, GA 31312

AGENDA

- 1. Call to Order**
- 2. Topics for Discussion**
 - a. Trail Landscaping Improvement Discussion- Mike Gerwig
 - b. LOST Percentages Discussion
 - c. School Resource Officer Agreement Discussion
 - d. BOE Agricenter Water Agreement Discussion
 - e. Economic Development Consultants Discussion
 - f. City Events Discussion
 - g. Flu Shot Event Discussion
 - h. Tax Levy Discussion
 - i. Sidewalk Plan Update
 - j. Open Discussion
- 3. Dates to Remember**
 - a. Wednesday, August 3, 2022 at 3:30pm – City Municipal Court, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - b. Tuesday, August 9, 2022 at 7:00pm - City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - c. Wednesday, August 17, 2022 from 1:00pm to 6:00pm – American Red Cross Blood Drive, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - d. Thursday, August 18, 2022 at 9:00am– First Public Hearing referencing the Tax Levy, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - e. Thursday, August 18, 2022 at 7:00pm– Second Public Hearing referencing the Tax Levy, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - f. Tuesday, August 23, 2022 at 6:30pm– Third Public Hearing referencing the Tax Levy, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

- g. Tuesday, August 23, 2022 following Public Hearing– Special Called City Council Meeting, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- h. Tuesday, August 23, 2022 at 7:00pm– Planning and Zoning Meeting , Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- i. Tuesday, September 6, 2022 at 7:00pm - City Council Workshop, Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

4. Consideration to Adjourn this City Council Workshop

2022 Events Calendar

March 1	Seniors in the Know	9:00am to 12:00pm
March 19	Guyton Resource Fair	9:00am to 12:00pm
April 23	Spring Sale on Trail	8:00am to 2:00pm
June 16	Historical Committee Summer Social	5:00pm
July 23	Summer Sale on Trail	8:00am to 2:00pm
October 22	Fall Sale on Trail	8:00am to 2:00pm
October 29	CASA Superhero Run	8:00am
October 29	Trick or Trail	5:00pm to 7:00pm
November 28	Christmas Tree Lighting	6:00pm
December 3	Winter Sale on the Trail and Christmas Parade	8:00am to 2:00pm
December 13	Luminary Service	5:30pm

Blood Drive Dates

1:00pm to 6:00pm at the Guyton Gym

Wednesday 2/16/22

Wednesday 4/27/22

Wednesday 6/22/22

Wednesday 8/17/22

Wednesday 10/26/22

Wednesday 12/21/22

Protection poles on trail (faded yellow)

- *Just sitting here thinking of ideas for the trail “ Curb Appeal Enhancements “ for one of the main corridors through our great city . Just ideas to connect with everyone. As everyone see our city by car or walking or stopping to visit to get a bite to eat.*
- *Christmas time paint them candy cane red & white striped*
- *Breast cancer awareness paint them pink*
- *Halloween paint them black and orange*
- *Guyton elementary school opening week paint the school colors*
- *Every non special event keep yellow*

You get the idea on this . So many inexpensive things to say we care . And kick the esthetics of our city up

Mike Gerwig



CERTIFICATE OF DISTRIBUTION

TO: State Revenue Commissioner

Pursuant to an Act of the Georgia General Assembly, effective January 1, 1980, relating to Local Sales & Use Taxes, the governing authorities for the qualifying municipalities and the county located within the special district coterminous with the boundaries of Effingham County hereby certify that the proceeds of the combination city/county local sales and use tax generated in such district shall be distributed by the State Revenue Commissioner as follows:

City of <u>Rincon</u>	shall receive	<u>18.08</u>	%
City of <u>Springfield</u>	shall receive	<u>4.92</u>	%
City of <u>Guyton</u>	shall receive	<u>4</u>	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
City of _____	shall receive	_____	%
County of <u>Effingham</u>	shall receive	<u>73</u>	%

This certificate shall continue in effect until such time as a new certificate shall be executed as provided in said Act.

By executing this schedule, the county and cities, acting through their respective officers, represent that all municipalities lying wholly or partly in the tax jurisdiction have been given an opportunity to show that they are 'qualified municipalities,' as that term is used in the Act, and that all municipalities listed herein as recipients are 'qualified' and so may receive distribution from the proceeds of the tax.

Executed on behalf of the governing authorities of the qualifying municipalities representing not less than a majority of the aggregate population of all qualifying municipalities located within the special district and the governing authority of the county, this _____ day of _____ 2022.

MAYOR OF THE CITY OF RINCON

MAYOR OF THE CITY OF SPRINGFIELD

MAYOR OF THE CITY OF GUYTON

MAYOR OF THE CITY OF

MAYOR OF THE CITY OF

MAYOR OF THE CITY OF

CHAIRMAN BOARD OF COMMISSIONERS OF
Effingham COUNTY



On-site vaccinations and voucher program

We provide easy vaccination access to employees



Program setup

A store manager, pharmacist or other Walgreens representative will go over details with you and help secure dates before your contract is signed.

On-site vaccination clinic



On the agreed upon date and time, our clinical vaccination team will arrive at your site 30–60 minutes before the scheduled start time. You will receive a confirmation call one to two weeks prior to discuss logistics such as parking and building access. The following helps everything go as smoothly as possible:

- Distribute Vaccine Administration Record forms and ask participants to bring them completed the day of the clinic
- Have participants sign up in advance to gauge attendance
- Provide tables, chairs and garbage cans



Voucher program

We offer vouchers that employees can bring to any Walgreens pharmacy at any time.* This lets them get vaccinations at their convenience without having to pay out of pocket.

Billing

There are multiple ways to handle the billing for your on-site vaccination experience:



Direct

- A monthly invoice is securely emailed within 10 business days after the end of the month
- These can be paid via check or electronic transfer

Medical or pharmacy coverage

- Employees bring their insurance card
- Walgreens bills the medical or pharmacy benefit for the vaccine
- Any applicable copay, deductible and/or coinsurance will be billed to the employee post-immunization

Out of pocket

- Employees will pay at the time of vaccination
- Exact amount is needed—cash or check accepted



Full range of vaccinations

A wide variety of standard vaccines for adults, seniors and adolescents, including:

- Flu
- Pneumonia
- Whooping cough
- Hepatitis A/B

Contact information:

Name:

Phone:

Email:

*Prior to voucher expiration date.

[Walgreens.com/HealthSolutions](https://www.walgreens.com/HealthSolutions)

Walgreens Trusted since 1901™

Details

Busy employees may skip important vaccinations for a variety of reasons: can't make the time, too far from a doctor or clinic, too expensive or they simply forget. The Walgreens on-site vaccination program removes barriers so employees are more likely to get vaccinated.

- Expert pharmacists at more than 9,500 retail locations across the country offer a full range of standard vaccines for adults, seniors and adolescents, including flu, shingles, pneumonia, Tdap and more
- Our pharmacists can make personalized vaccine recommendations that fit employees' needs, such as whooping cough if they have a baby in the household or family, and help ensure that vaccinations are up to date
- We are an industry-leading provider of vaccinations and we offer one of the largest vaccine inventories—this helps us meet market demand in response to a heavier-than-usual flu season, outbreak activity or to new state-issued mandates
- We work with you to maximize convenience for employees:
 - Flu shot vouchers are available to help with out-of-pocket expenses
 - No appointment necessary for vaccinations—employees can walk in when the pharmacy is open
 - Many locations offer flu shots 24 hours a day—**31.5% of vaccines are given during off-hours²**
- Digital tools on the Walgreens App and at Walgreens.com allow employees to:
 - Schedule vaccinations, if they choose
 - Easily keep track of vaccination history and share the data with their doctor
 - Get reminders to keep them on track with important vaccinations
 - Receive recommendations based on their age and other factors
- Helping children in need: with each flu shot, a lifesaving vaccine is provided to a child in a developing country[†]

Cost can be a significant barrier to getting a flu shot

A flu shot at Walgreens can have net savings up to \$31 per vaccinated employee¹

100% = \$31
employees vaccinated net savings

Access to a wide range of vaccinations helps employees stay healthy, which reduces overall healthcare spend and leads to a more productive work force. Walgreens offers the convenience, cost effectiveness, expertise and flexible options that remove barriers and make vaccinations easy.

*Vaccines subject to availability. State-, age- and health-related restrictions may apply.

†From September 1, 2020 to January 31, 2021, for every immunization administered at participating pharmacies, Walgreens will donate \$0.23 to the United Nations Foundation, up to a maximum donation of \$2,600,000. For more information, go to Walgreens.com/GetaShot.

1.Duncan IG, Taitel M, Zhang J, Kirkham H. Planning influenza vaccination programs: a cost benefit model. *Cost Effect Resource Alloc.* 2012;10(1):10.

2.Goad JA, Taitel MS, Fensterheim LE, Cannon AE. Vaccinations administered during off-clinic hours at a national community pharmacy: implications for increasing patient access and convenience. *Ann Fam Med.* 2013;11(5):429-436.

[Walgreens.com/Vaccinations](https://www.walgreens.com/Vaccinations)

Walgreens Trusted since 1901™

Mike Gerwig

Retired Grounds Maintenance Supervisor / Horticulturist

PROFILE

Let me reintroduce myself and my background in maintenance and beautification and safety of public grounds. You will notice that in my work experience section. State and county owned public schools and grounds.

My 47 year career in the grounds maintenance, landscaping, sports turf field. Over the years many job well done and awards to my abilities and skill. I was awarded a Junior College World Series ring along with the team for my work on the Essex Community College win. I constantly upgraded my skills with training and hands on work in the field. I held a professional spray license from the State of Maryland for industrial weed and herbicide/ pesticides. I did not Red Circle that license when leaving Maryland.

I finished my career in Maryland as horticultural assistant at Hayfields Golf Club a PGA Seniors course our charge was to maintain and beautify the course for televised tournaments and members. I worked at Georgia Southern in Grounds Maintenance for two years when moving here to Georgia.

EXPERIENCE

Towson State University 1974-1977

Groundskeeper I, II, III

In state services you had to test to promote

Tested for Grounds Supervisor I passed on to next worksite

Job Title

Grounds Supervisor I

Annapolis Public and Grounds the State of Maryland Governor Mansion and state capital buildings 1977 -1983

Tested for Grounds Supervisor II passed onto next worksite

Job Title

Grounds Supervisor II

Bowie State University 1983-1986

Job Title

Grounds Lead / Supervisor

Community Colleges of Baltimore County Essex 1986-2004

Job Title

Horticulturist/ Greenskeeper

Hunt Valley Private Golf Club 2006-2012

Job Title

Horticulturist Assistant

Hayfields Golf Club 2012-2014

Job Title

Grounds Supervisor

Georgia Southern University 2014-2016

SKILLS

Greens mowing , Baseball field maintenance, Landscaping maintenance

Mulching , pruning, design and planting flower beds , use of herbicides

Seasonal displays holidays themes, safety and risk management .

All equipment and tools for professional maintenance.

Mike Gerwig

gerwig.M@icloud.com

912 944 5838

Walgreens Immunization On-Site Clinics

Preparation Guide



Preparing for your Walgreens immunization clinic

By partnering with Walgreens for vaccination administration, you're taking proactive measures to help ensure your participants are protected from vaccine-preventable illnesses.

This guide will help your organization safely prepare for an upcoming immunization clinic.

Here's what we're doing to keep you safe:



Safety protocols

We follow standard OSHA safety protocols to **prevent infection** including handwashing, changing gloves between patients, and swabbing the injection site with alcohol.



Face masks

Our immunizers wear **surgical face masks**, to protect both patients and our team members.

Walgreens immunization clinic overview

1 | PREPARING FOR THE CLINIC



Coordination

Identify an on-site coordinator to work with the Walgreens local contacts on clinic site information, staffing, hours, etc.



Scheduling

Work with your Walgreens contact to set-up the appointment scheduling tool.

Distribute scheduling link and instructions to intended participants.



Clinic setup

Follow clinic set-up requirements to ensure safety and hygiene.

2 | DAY OF THE CLINIC



Immunization

Participants must follow health and safety guidelines to receive their immunization.*

Walgreens immunizers will administer the immunizations.

COVID-19 clinic participants will receive documentation on their existing immunization record card or receive a new card, if applicable.

3 | POST-CLINIC



Follow-up

Participants may receive reminders for subsequent doses if necessary.

In case of an unexpected or serious adverse event in response to the vaccine, report it to **VAERS**.

**Employers are responsible for ensuring vaccine recipients are the intended clinic participants.*



Clinic coordination

Assign coordinator

Assign *at least* one person as **clinic coordinator** to work directly with local Walgreens contact to plan each clinic.

Please ensure that the following information about the clinic coordinator is relayed to your Walgreens contact when they reach out via email and/or phone:

- Name
- Phone
- Role
- Email
- Best time to be reached

Confirm clinic site information

Your Walgreens contact will need **addresses of all desired clinic locations and dates for each clinic**, as well as **accurate estimates of number of shots per type of vaccination** to be administered. You may be asked to **confirm participant count** at least 72 hours prior to clinic date.

Your Walgreens contact will work with you to determine appropriate staffing, hours, room size, clinic set up, scheduling tool preference, and any additional supplies required to serve your participants.



Clinic setup



Clinic location requirements

Room must be:

- Well-ventilated
- Clean
- Spacious enough for social distancing before, during, and 15-30 minutes after immunization

Room must allow for:

- Reception table with garbage bin
- At least one chair for support staff
- Table with two chairs for immunizer and participant
- Additional chairs (in sight of pharmacist) for participants. Non-fabric chairs preferred for proper disinfecting procedures.



Face masks & coverings

All participants **must** wear a face mask or face covering prior to arriving to the immunization clinic and for the duration of their visit.

If you are unable to meet these requirements, your clinic may be postponed or rescheduled until they can be met.

Clinic setup

Sample workflow set up

- 2 check-in stations
- 4 immunization stations
- Dedicated waiting area
- Observer / Flex

Walgreens roles & responsibilities*

Check-in assistant

- Verify insurance information, if needed
- Obtain patient consent
- Direct patients to immunization station

Immunizer

- Review screening for precautions and contraindications such as allergies
- Administer immunization
- Review anticipated side effects

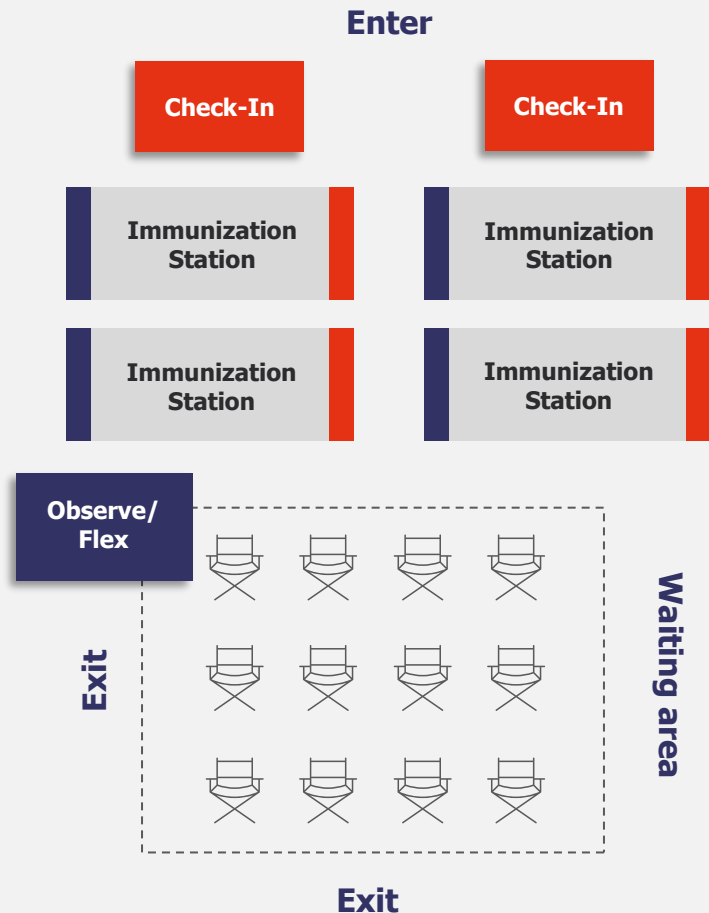
Immunization assistant

- Prepare vaccination supplies
- Take-away documents
- Lot/Exp recorded
- Duties as requested by immunizer

Observer / Flex

- Observe patient post-vaccination
- Flex duties based on need

- Walgreens Immunizing Team Member
- Walgreens Non-immunizing Team Member



*Walgreens will bring adequate support staff needed to facilitate a clinic. Clinic setup may vary. Your Walgreens contact can help you determine the best option for your site and participants.

Participant Registration Options



Appointment scheduling tool

1. To conduct an efficient clinic, your Walgreens point of contact will assist you in the set up of our **appointment scheduling tool**
2. Once enabled, provide the appointment scheduling link and instructions to participants
3. Participants can choose from available appointment times and, within the tool, complete all required forms and registration prior to arriving at the time of their appointment
4. Participants should review the Vaccine Information Sheet in the appointment scheduling tool ahead of the clinic so that the pharmacist can address any questions or concerns they may have.



Manual Registration Process

1. An option to use your own scheduling procedure can be utilized to help maintain your own workflow and keep your clinic organized
2. A PDF consent form will be shared with your assigned clinic coordinator to share with participants. Save time by distributing the paper forms to participants to complete prior to the clinic date. Our team will bring consent forms on-site as well.
3. Vaccine Information Sheet will be provided at the immunization encounter and a Pharmacist will be available to answer any questions or concerns that may arise to help inform the participant.

Immunization Overview



Participants will **NOT** be vaccinated and **SHOULD NOT** attend the clinic if:

They are feeling sick, have a fever, or are exhibiting any respiratory symptoms.

Have been diagnosed with COVID-19 within the last 10 days.



Face mask

Participants must wear a face mask or face covering prior to arriving for the immunization clinic and for the duration of their visit.



Social distancing

Any local or company social distancing or clinical and safety guidelines for COVID-19 may be communicated and enforced at the time of service.



Plan accordingly

If possible, wear clothing that allows the immunizer to easily access the shoulder area for a more efficient immunization process (i.e. t-shirt and/or easy to remove layers).

Observation: Vaccine recipients will be asked to wait for **~15-30** minutes post-administration



Forms & record cards

Participants must complete the pre-immunization assessment prior to arrival or at the clinic. Participants should bring their ID and insurance card with them to the clinic. If your clinic is direct-bill, an insurance card is not required.

Participants should review the Vaccine Fact Sheet or Information Statement provided for additional vaccine information.

If applicable, a Walgreens clinic team member will fill out an **immunization record card**; vaccine recipient must keep this record and bring it to subsequent clinics, as needed.

Follow-up

Return for second dose, if necessary

In the case of multiple-dose vaccines, patient will need to get subsequent doses administered.

Monitor for adverse events

If there is an adverse event (side effect) in response to the vaccine by any recipient, it is recommended that it is reported to the **Vaccine Adverse Event Reporting System (VAERS)**.

VAERS is co-managed by the CDC and FDA.

Anyone can report an adverse event to VAERS, although Walgreens is happy to assist you, simply call your Walgreens point of contact.

Reporting

When required, Walgreens will report the record of all vaccinations to your State Immunization Registry and the Centers for Disease Control (CDC).



Questions about our employer vaccination program?

Reach out to your Walgreens Strategic Account Manager or contact with any questions.



Tree Pruning and removal along trail work plan 2022

- *City Contact Georgia Power branches over and on power lines along trail*
- *City Contact Arborist to evaluate 3 weakened Live Oaks on trail . I suspect removal will be recommended. Remove and stump grind tree company lowest bid.*
- *Remove by digging up all dead Crepe Myrtles on Central Ave (in house labor and equipment)*
- *Elevated all Live Oaks to 7 foot level to eliminate eye pokes and uncover stop sign (not to make trees to look like lollipops) Mike Gerwig*
- *All Natchez (white) Crepe Myrtles pruned and shaped . Brick edge removed and cleaned all weeds and volunteer plants underneath Mike Gerwig*
- *Treat huge ant mounds under Crepe Myrtles at Guyton Elementary and Pilgrim Church beds (City)*
- *Trim and shape Crepe Myrtles at Memorial Garden area Mike Gerwig*

- *If interested in a ornamental bed best location would be in front of City Hall between the benches . Best choices for high sun low water plantings*
- *Indian Hawthorn*
- *Lantana*
- *Fountain Grasses*
- *Muley Grass*
- *Vitex*
- *Gardenia*
- *Southern Magnolia*
- *Crepe Myrtle*
- *English Yew*
- *Hollie*
- *Tea Olive*
- *Privot Hedge*
- *Shasta Daisy*
- *Buddaleia*

- *Tree pruning work completed by Mike Gerwig should take 3-4 days to complete*
-

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE EFFINGHAM COUNTY SCHOOL DISTRICT AND
THE CITY OF GUYTON, GEORGIA

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between CITY OF GUYTON, GEORGIA, acting by and through its duly elected Mayor and City Council (hereinafter the “City”), 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, municipality, 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, municipality, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Effingham County Sheriff’s Office, in coordination with the School District, previously instituted and established a School Resource Deputy Program ("SRD Program") that continues to provide for the placement of Sheriff’s Office certified law enforcement deputies ("SRDs") at certain schools within the School District; and

WHEREAS, the School District, Effingham County, and the Effingham County Sheriff’s Office previously desired to establish the guidelines of the SRD Program and to have a mutual understanding of the particular roles of each entity in relation to the SRD Program by entering into an Intergovernmental Agreement By and Between the Effingham County School District, Effingham County, and the Effingham County Sheriff’s Office on or about October 2, 2018; and

WHEREAS, the School District and the City now seek to expand upon the existing SRD Program by instituting and establishing a Guyton School Resource Officer Program (“Guyton SRO Program”) to provide for the placement of a City certified law enforcement officer from its municipal police department (“Guyton SRO”) at a certain school within the School District which is also within the geographical boundaries of the City; and

WHEREAS, the School District and the City would also like to establish the guidelines of the Guyton SRO Program and to have a mutual understanding of the particular roles of each entity in relation to the Guyton SRO Program.

NOW THEREFORE, for and in consideration of 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 and the City agree that the purpose of the Guyton SRO 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 a Guyton SRO, 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, United States of America, and City of Guyton 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 City through its municipal police department to maintain a minimum of one (1) Guyton SRO for the School District. One Guyton SRO shall be assigned to Guyton Elementary School.

ARTICLE 3- CHAIN OF COMMAND

The Guyton SRO Program is part of the City through the City's municipal police department, and any Guyton SRO shall follow the chain of command of the City's municipal police department. Any Guyton SRO shall coordinate activities with the assigned school's administration. All school-related activity must be coordinated by the Guyton SRO with the principal's office. When a Guyton SRO perceives that law enforcement action is required at school, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter. Any Guyton SRO is first and foremost a law enforcement officer and employee of the City and, while performing duties as a Guyton SRO, will remain an employee of the City with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, any Guyton SRO will report to the City's municipal police department and perform duties as assigned by and through the chain of command there and receive law enforcement and Guyton SRO training. Upon request by the School District, scheduling and time permitting, the Guyton SRO 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. Guyton SRO duties for extracurricular events and compensation therefor shall be governed by a separate School Function Security Agreement agreed upon and executed by the City and the School District.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The City, based upon criteria to be mutually established by the City and the School District, shall appoint any Guyton SRO. Any Guyton SRO will be a sworn and certified law enforcement officer 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 an officer
- Skills in interpersonal relationships
- Skills in de-escalation of conflict and in conflict resolution
- Must adhere to the principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens
- Any other qualifications mutually established by the City and School District in the future

ARTICLE 5- DISMISSAL OF GUYTON SCHOOL RESOURCE OFFICER

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

ARTICLE 6- GUYTON SRO DUTIES AND RESPONSIBILITIES

Any Guyton SRO 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 City and/or its municipal police department in the investigation of any crimes which occur on School District grounds; the Guyton SRO will contact additional law enforcement personnel to assist him/her as determined to be needed by the Guyton SRO
- 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 8:15 am to 3:15 pm at Guyton Elementary School 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 the City's and its municipal police department's policies
- Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with the City's and its municipal police department's 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 Guyton SRO regarding such activities as appropriate, and case files will be sent to the courts of proper jurisdiction

- It is acknowledged that any Guyton SRO 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 Guyton SRO if the principal believes that an incident involves a violation of Georgia law, after which the Guyton SRO shall determine whether a law enforcement response is appropriate; any Guyton SRO is 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 Guyton SRO shall be brought to the attention of the appropriate School District administrator
- Any Guyton SRO shall be responsible for the scheduling of off-duty assignments for his/her school but must be approved by the City and the School District
- Attend pre-planning meetings with administration and instruction staff of the Guyton SRO's assigned school for a complete orientation of the Guyton SRO Program as needed or when requested

ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

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

- A reasonable work space at the school
- A copy of relevant School District policies and procedures
- School operations training
- Share in the payment of one new SRO police vehicle which is outfitted and equipped to the same standards as City municipal police patrol vehicles, with the School District paying seventy-five percent (75%) of said costs and the City paying twenty-five percent (25%) of said costs; this duty and responsibility shall only fall on the School District during the initial term of this Agreement and not thereafter
- A high-visibility parking space in front of the relevant school for the SRO police vehicle

ARTICLE 8- CITY DUTIES AND RESPONSIBILITIES

- Provide the Guyton SRO with the usual and customary office supplies and forms required for the performance of the Guyton SRO's duties
- Provide uniforms and equipment required of law enforcement personnel
- Provide fuel and maintenance for the SRO police vehicle, the cost of said SRO police vehicle more fully described above
- Provide law enforcement and Guyton SRO training
- Provide Liability and Workers' Compensation Insurance coverage for any Guyton SRO

ARTICLE 9- REVIEW OF GUYTON SRO PROGRAM

Guyton SRO evaluations will occur in June of each year. A Guyton SRO 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 a Guyton SRO for work performed pursuant to this Agreement, as well as insurance and any other benefits, if any, shall be paid to the Guyton SRO by the City in accordance with the City's payroll procedures. The School District shall pay seventy-five percent (75%), and the City shall pay twenty-five percent (25%), of the total cost described in this paragraph. The City will invoice the School District twice per year for its share of all compensation paid to the Guyton SRO for his or her work. The School District shall pay each invoice within thirty (30) days of receipt.

Extracurricular activities for which the Guyton SRO is requested by school administrators to perform outside the Guyton SRO's regular-duty day during the Regular Academic Session will be solely at the option of the Guyton SRO and the City and governed by a separate School Function Security Agreement. Guyton SROs performing work outside the 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 City, and the Guyton SRO may be disciplined for violating any SOPs or other applicable policies while performing work outside the Guyton SRO's regular-duty day for the School District. Since the Guyton SRO will be in uniform and using equipment and vehicles of the City while performing work outside the Guyton SRO's regular-duty day for the School District, the Guyton SRO will be considered to be engaged in law enforcement activity and will be covered by the City's liability and workers' compensation insurance while performing such work, just as is the case while the Guyton SRO is conducting a regular-duty day for the School District.

The City and School District agree to pursue all Federal and State programs, grants and/or funds that may be available now or in the future to fund the Guyton SRO Program. All funds obtained for the Guyton SRO Program shall be used to pay the compensation outlined in this provision first and foremost.

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 party 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 party, its 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 party seeking indemnification, 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 effected by U.S. mail or by email. 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 email shall be deemed to have been received on the date on the sending party's email confirmation sheet.

- To the School District:

Dr. Yancy Ford, Superintendent
Effingham County School District
405 North Ash Street
Springfield, Georgia 31329
Email: yford@effingham.k12.ga.us

With a copy to:

James D. Kreyenbuhl, Esq.
Brennan, Harris & Rominger LLP
Post Office Box 2874
Savannah, Georgia 31402
Email: jdk@bhrlegal.com

- To the City of Guyton, Georgia

Russ Deen, Mayor
310 Central Boulevard
Guyton, Georgia 31312
Email: russ.deen@cityofguyton.com

With a copy to:

James Breletic, Police Chief
505 Magnolia Street
Guyton, Georgia 31312
Email: james.breletic@cityofguyton.com

With a copy to:

Benjamin M. Perkins, Esq.
Oliver Maner LLP
218 West State Street
Savannah, Georgia 31401
Email: bperkins@olivermaner.com

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.

CONCLUSION

The Guyton SROs will work for the City through its municipal police department in conjunction with the School District as set forth herein. The Guyton SROs will enforce Georgia laws and applicable ordinances. The Guyton SROs will not enforce School District policies.

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

CITY OF GUYTON, GEORGIA

By: _____
Russ Deen, Mayor

Witnessed by: _____
City Clerk

SEAL

EFFINGHAM COUNTY SCHOOL DISTRICT

By: _____
Dr. Yancy Ford, Superintendent