STATE OF GEORGIA,

COUNTY OF COWETA.

AGREEMENT BETWEEN

THE CITY OF SENOIA, GEORGIA

AND

COWETA CHARTER ACADEMY

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 2022, between the City of SENOIA, a Georgia municipal corporation (hereinafter referred to as the “City”) and the COWETA CHARTER ACADEMY, whose facilities are wholly located within the City of Senoia, Coweta County, Georgia (hereinafter referred to as the “School”) for the purpose of providing a School Resource Officer(s) from the City to the School and for other purposes.

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This writing (hereafter referred to as “the Agreement” or “IGA”) shall constitute a binding, legal contract by and between the parties hereto. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged. Each of the parties herein covenants that it has the requisite legal authority, adequate staffing, and financial resources to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

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The term of this Agreement shall commence upon its execution by all parties and shall continue through and to include June 30, 2023. Thereafter, this Agreement shall automatically renew for 24 annual terms, commencing July 1 and ending June 30 of the following year, unless either party serves written notice upon the other party, by certified U.S. Mail, return receipt requested, of its intent to terminate this Agreement, in which case it shall terminate absolutely and without further action required by either party upon 30 days written notice.

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It is mutually agreed that the City will provide one or more sworn, P.O.S.T. certified Police Officer(s) to the School to perform the duties of a School Resource Officer at such school as the Chief of Police may designate. The total number of officers assigned by the City for this purpose shall be mutually agreed upon by the City Manager and School Principal. Said Police Officer(s) will be jointly responsible to the Principal of the School and the Chief of Police. The Officer(s) assigned shall be immediately reassigned upon the request of either the Principal or the Chief of Police. The Officer(s) may be required to perform such duties at the assigned school as the Principal reasonably may designate that are consistent with the job description of a School Resource Officer as referenced in Georgia School Board Regulation JDCA-R(5), as from time to time amended. Any conflicts in duty assignments will be resolved by the Chief of Police and the Principal or, if not resolved, by the City Manager and the Chairman of the Board of the School.

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It is further agreed that the designated Officer(s) is an employee of the City with all rights, benefits and privileges thereof and shall not be deemed an employee of the school, or a joint employee of the parties. The costs of the salary and benefits of the designated Officer(s), in such amounts as shall annually be agreed upon by the City Manager and School Principal, will be paid, in full by the City and the School shall reimburse the City the sum of $35,000.00 for the first year, broken down into four (4) quarterly payments of $8,750.00 each, upon invoice from the City. Thereafter, the annual reimbursement shall be agreed upon by the parties.

Any overtime costs necessary for the performance of duty at the request of the School will be reimbursed to the City by the School at 100%. The City will invoice the School on a quarterly basis for salary, including overtime, and benefit costs. The costs of any specialized training necessary to perform the duties of a School Resource Officer will be borne by the School and/or the City, as agreed upon by the City Manager and the Principal, on a case-by-case basis.

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The work schedule for the School Resource Officer shall be fixed, and from time to time amended, by the principal if the assigned school. It is agreed that if an assigned School Resource Officer is to be absent from the campus of the assigned school for a half-day of more, the City will provide a replacement Officer for that particular school until the assigned School Resource Officer returns to duty. The intent of this provision is to ensure that a School Resource Officer is present at the School during school hours.

FOR THE CITY OF SENOIA: FOR THE SCHOOL:

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WILLIAM “Dub” PEARMAN, III

Mayor Principal

City of Senoia Coweta Charter Academy

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

LYNN CARTER

City Clerk Chairman of the Board

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CHIEF JASON EDENS

Chief of Police

City of Senoia

Attachment: Georgia School Board Regulation JCDA-R(5)