



Monday, August 19, 2019

5:30 PM

Council Chamber Room

Regular Meeting of the Warner Robins City Council

Presiding: Mayor Randy Toms

City Officials Present:

Councilman Larry Curtis
Councilman Keith Lauritsen
Councilman Daron Lee

Councilman Clifford Holmes
Councilman Tim Thomas

Absent: Councilwoman Robbins

Opening Prayer: Councilman Thomas

Pledge of Allegiance: Councilman Holmes

Call to Order: 5:35 pm

Adoption of the Agenda: Councilman Holmes moved to adopt the agenda with the addition of **Action Item 9, Courthouse (Municipal Court) discussion with possible action.** Councilman Thomas seconded the motion. Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for adoption of the agenda.

Proclamations, Awards and Presentations:

- Mayor Toms presented Employee Service Awards to the following employees for their loyal and dedicated service to the City: Detective Karmen Thompson (PD) 5 years, Lori Calhoun (Utilities) 5 years, Jarred Reneau (Recreation) 20 years, Lt. Woodrow Sapp (FD) 25 years, Darren Oats (Utilities) 30 years

Action Items:

Action Item 1	Presentation of Minutes
The minutes of the regularly called meeting of August 5, 2019 were presented for approval.	
Motion:	Councilman Lauritsen moved to approve the minutes of the regular meeting of August 5, 2019
Second:	Councilwoman Thomas.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of the minutes.

Action Item 2	Purchasing Bids
Purchasing Bid List items, attached hereto, were presented for approval with the removal of item #10 and the additional Utility Construction Project.	
Motion:	Councilman Curtis presented and moved to approve the bid list items one through eleven with the addition of the Utility Construction Project.
Second:	Councilman Holmes
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval of items listed.

Action Item 3	Warner Robins Convention and Visitors Bureau (Discussion)
Councilman Lee asked to address personnel and real estate in closed session	
Motion:	N/A
Second:	N/A
Outcome:	N/A

Action Item 4	Resolution – 21 st Century Partnership Contribution
A resolution of Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to execute an agreement to continue the City’s support of the 21st Century Partnership and deem this support to be in the best interest of the City.	
Motion:	Councilman Thomas presented this resolution and moved for its approval.
Second:	Councilman Curtis
Outcome:	Councilmen Curtis, Holmes, Lauritsen, Lee, and Thomas voted for approval.

Action Item 5	Home Occupation Approvals
<p>The following Home Occupation Permits are recommended for approval by the Planning and Zoning Board:</p> <ul style="list-style-type: none"> • Deborah Norris – 234 Briarcliff Road – request permission to operate a childcare business as a home occupation. • Dirk K. Hamilton – 117 Melody Lane – request permission to operate a wood working craft business as a home occupation. • Nakita E. Ford – 113 Greenspan Way – request permission to operate a jewelry sales business as a home occupation. • Michele Spearman – 305 Raleigh Drive – request to operate a pool cleaning business as a home occupation. • Brian K. Carroll – 711 Sark Drive – request to operate a lawn care business as a home occupation. • Lisa R. Jones – 6080 Lakeview Road, Apt. 2806 – request to operate a cleaning business as a home occupation. • Selmar Fernando Jimenes – 102 Chauncey Street– request permission to operate a painting business as a home occupation. 	
Motion:	Councilman Lauritsen moved to approve.
Second:	Councilman Lee.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

Action Item 6	Resolution – Transportation Planning Project Grants
<p>A resolution of Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to execute an agreement acting in their capacity as the designated Metropolitan Planning Organization (MPO), that they do hereby:</p> <ol style="list-style-type: none"> (1) Approve matching funds in the amount of \$19,325.00, of which 55.40% will be reimbursed by other local government participants; and (2) Authorize Mayor Randy Toms to furnish all relevant information and execute necessary documents for the administering of this project on behalf of the City; and (3) Authorize Mayor Randy Toms to enter into a contract with the Middle Georgia RC to provide planning data services and studies, as required by the MPO; not to exceed \$13,500.00 	
Motion:	Councilman Thomas moved to approve
Second:	N/A
Outcome:	N/A

Action Item 7 Resolution – Employee Promotions	
<p>The following employees were recommended for promotions by their respective department:</p> <ul style="list-style-type: none"> • Lisa Jones, promoted from Recreation Specialist, Job Class #731, Grade 16, Recreation Department, to Senior Citizen Services Director, Job Class #715, Grade 17, Recreation Department, to be effective August 26, 2019. • James Coley, promoted from GM Worker I (Rec), Job Class #10, Grade 8, Recreation Department, to Recreation Specialist, Job Class #731, Grade 16, Recreation Department, to be effective August 26, 2019. 	
Motion:	Councilman Lee moved for approval
Second:	Councilman Lauritsen
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

Action Item 8 Resolution – Benefits Management Consulting Services	
<p>A resolution of Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms and Interim City Clerk Amanda Stella to execute an agreement with MSI Benefits Group, Inc. for a period of one year from signing of such agreement.</p>	
Motion:	Councilman Holmes moved to approve.
Second:	Councilman Curtis.
Outcome:	Councilmen Lee, Lauritsen, Thomas, Holmes and Curtis voted for approval.

Action Item 9 Courthouse Budget	
<p>Councilman Thomas made a motion to suspend the Municipal Court project until September 3, 2019 to have an updated budget presented.</p>	

Motion:	N/A
Second:	N/A
Outcome:	N/A

Closed Session: Councilman Lauritsen made a motion to enter into an executive session to discuss personnel and real estate. Councilman Lee seconded the motion. Councilmen Curtis, Holmes, Lauritsen, Lee, and Thomas approved of the motion. The Council meeting was closed at 6:37 pm; the closed session ended at approximately 7:10 pm., City Clerk is in possession of closed session minutes.

Citizen Comments: Cynthia Statham, Ansel Peck, Rita Simon, Sister Dena Michelle Wiggins, Sherlyn Granville, Zach Collins, Dorothy Humphries, Miranda Britt.

Adjournment: 6:37 p.m.

Next Regular Council Meeting: Tuesday September 3, 2019



Mandy Stella
Acting City Clerk

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute an agreement with Independent Contractors, Andy Holland and Cindy Gordy, to provide Logic and Accuracy Testing and other Election Day support for the 2019 election to begin Wednesday, September 4, 2019 and conclude Wednesday, November 6, 2019.

This 3rd day of September, 2019.

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Attest:


Mandy Stella
Interim City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into effective as of the 4 day of September 2019, by and between the **CITY OF WARNER ROBINS, GEORGIA**, a Municipal Corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as “City”; and **ANDY HOLLAND and CINDY GORDY**, as individual residents of Houston County, Georgia, hereinafter referred to as “Contractors”.

W I T N E S S E T H

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Georgia; and

WHEREAS, the parties hereto desire to enter into an agreement for City’s engagement of Contractors, as Independent Contractors, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1.

City shall always during the term of the Agreement maintain Contractors as Independent Contractors. If for any reason hereafter the services of Contractors by City are terminated or suspended, this Agreement shall terminate contemporaneously therewith.

2.

The term of this contract shall begin with the commencement date herein stipulated and continue until November 6, 2019 or when the services of Contractors are completed whichever is earlier. The “Commencement Date” shall be September 1, 2019.

3.

City shall pay to Contractors One Thousand Five Hundred Seventy-Five dollars (\$1,575.00) per day (eight hours) or a prorata amount of the daily rate based on the number of hours worked for each day under this contract.

4.

It is contemplated by the parties hereto that Contractors shall be engaged to perform the following work: Logic and Accuracy Testing (L&A): Database is loaded into the Global Election Management System (GEMS), memory cards created and all TS Units and OS Units and Encoders (if applicable) are tested; optional Express Poll Testing will only be conducted if Contractors are also performing TS and OS testing (additional charges will apply, Thirty-five Dollars, \$35.00 for each Express Poll Testing); the Contractors will be available only by phone on Election Day.

5.

Notwithstanding anything to the contrary herein, the relationship contemplated by the parties hereto to be created by this Agreement shall be one of an Independent Contractor.

6.

This Agreement may be terminated by either Party upon Fifteen days written notice to the other party.

7.

Following any such notice of termination hereof, Contractors shall fully cooperate with City in all matters relating to the winding up of Contractor's pending work on behalf of City.

8.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

9.

Any and all notice or other communications provided for herein shall be given in writing personally or by registered or certified mail, which shall be addressed in the case of City to its principal office at P.O. Box 8629, Warner Robins, Georgia 31095, and in the case of Contractors to 206 Skyway Drive, Warner Robins, Georgia 31088, or to such other addresses as may be designated from time to time by either party to the other party. If such notice be mailed, the date of mailing shall constitute the date such notice or other communication is given.

10.

This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, representatives, successors and assigns.

11.

This Agreement shall be interpreted, construed, and governed according to the laws of the State of Georgia.

12.

This Agreement contains the entire agreement between the parties hereto relating to the matters provided herein, and no representation or warranty not expressly contained or incorporated by reference herein shall be binding on any party hereto. This Agreement shall not be modified or amended in any manner except by an instrument in writing signed by the parties or their respective successors in interest.

13.

The provisions of the Agreement are severable and the invalidity of one or more of the provisions herein shall not have any effect upon the validity or enforcement of any other provision.

14.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

15.

To the extent allowed by Georgia law, the City does hereby agree to indemnify and hold the Contractors harmless from all loss, obligations or liabilities whatsoever regarding their work on the Global Election Management System (GEMS), memory cards created and all TS Units and OS Units and Encoders (if applicable) that were tested by the Contractors if the equipment is not properly secured until the use for early voting or election day or the equipment is damaged or compromised by City staff or voters. The obligation to indemnify the Contractors, if deemed to be lawful, shall be deemed to include any attorney fees and expenses of 'litigation' reasonably incurred by the Contractors in defense of any

claim or action brought against the Contractors for which the City has agreed to indemnify the Contractors pursuant to this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal effective as of the day and year first above written.

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Attest: 
Mandy Stella
Interim City Clerk

INDEPENDENT CONTRACTORS:

Andy Holland

Cindy Gordy

ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, AMENDING CHAPTER 16 OF THE CITY CODE REGARDING NUISANCES, FOR OTHER PURPOSES.

BE IT ORDAINED that the Mayor and Council of the City of Warner Robins hereby amend chapter 16 of the city code as follows:

- 1 -

Section 16-31 shall be amended by adding the following provisions, to-wit:

- A. "Lots within a residential subdivision duly approved by zoning official shall be subject to the provisions of this ordinance when building permits have been issued for ninety-five (95%) percent of the individual lots located therein."
- B. "No building permits or connections to City utilities shall be made to any property on which a lien has been placed, pursuant to paragraph (4) of this ordinance, until paid in full."

- 2 -


If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on September 3, 2019 and shall become effective upon adoption on September 16, 2019.

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Attest:


Mandy Stella
Interim City Clerk

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the Insurance Committee recommends the City renew an agreement with Arthur J Gallagher Risk Management Services, Inc. for workers compensation and loss control consulting services in the amount of \$40,000; and

WHEREAS, the Mayor and Council deem such recommendation to be beneficial.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms and Interim City Clerk Mandy Stella to execute an agreement with Arthur J Gallagher Risk Management Services, Inc. for a period of one year from signing of such agreement.

This 4 day of September, 2019.

CITY OF WARNER ROBINS

BY: Randy Toms
Randy Toms, Mayor

ATTEST

Mandy Stella
Mandy Stella, Interim City Clerk

Compensation Agreement

City of Warner Robins & Arthur J. Gallagher

THIS COMPENSATION AGREEMENT is made and entered into and effective the 31st day of August, 2016 ("Effective Date") by and between CITY OF WARNER ROBINS, a Georgia Municipality ("Client"), and ARTHUR J. GALLAGHER, a Georgia corporation ("Gallagher").

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date for a term of one (1) year and shall automatically renew on the first anniversary of the Effective Date and annually thereafter for additional one- (1) year terms but may be terminated by either party at any time upon thirty (30) days prior written notice.

II. OBLIGATIONS OF GALLAGHER

Gallagher will provide the services set out on Exhibit A attached hereto (collectively, the "Services") to Client: Workers' Compensation. If the Services include the placement of insurance coverages, Gallagher will use its commercial best efforts to secure such insurance coverages on Client's behalf. In the event an insurance company cancels or refuses to place the listed insurance, Gallagher will use its best commercial efforts to obtain the coverage from another insurance company. Gallagher will also provide the following Services: (1) risk identification; (2) loss measurement; (3) gathering and analysis of loss information; (4) verification of workers' compensation experience modifiers; (5) setting of risk retention levels; (6) development of retention financing plans; (7) development of insurance specifications; (8) negotiation with insurers regarding coverages, costs and payment options.

III. OBLIGATIONS OF CLIENT

Client shall remunerate Gallagher its usual and customary brokerage commission for the Services. In addition to or in lieu of commission, Client shall pay Gallagher an annual fee of \$40,000 for the Services, which such fee may be revised at the time of renewal of this Agreement by the execution of an amendment to this Agreement signed by the parties hereto. Such Service(s) is additional and ancillary, which Gallagher is providing to Client as a licensed counselor. In receiving the fee stated herein, Gallagher will not be receiving any compensation from any other source on or relating to the same transaction. If work is required to be performed in addition to the Services, Client agrees to compensate Gallagher for such additional work at its usual and customary rates. So long as the terms and conditions of the Services are substantially similar and Gallagher's performance is acceptable, in subsequent years the annual fee shall be increased over the prior year, and shall be payable and earned as provided herein.

IV. DISCLOSURES

- A. In addition to such fees and commissions provided herein, Gallagher may also receive investment income on fiduciary funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients. Gallagher may also participate in contingent and supplemental commission arrangements with insurance companies. Contingent commission arrangements provide for additional contingent compensation if underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. Supplemental

commissions, unlike contingents, are known at the effective date of the policy, but are typically paid later and apart from when usual and customary commission is paid. Any such fees or commission will not constitute compensation to Gallagher under Section III. above.

- B. Gallagher's fees under this Agreement shall be earned on the Effective Date (and any renewal thereof), and payable on invoicing. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to Client. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment up to \$5,000 received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless such return premiums or other payments are disputed by Client.
- C. Where applicable, insurance coverage placements which Gallagher makes on Client's behalf, may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees, to the Internal Revenue Service (federal), various state(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which will be identified separately by Gallagher on invoices covering these placements. Under no circumstances will these taxes or other related fees or charges be offset against the amount of Gallagher's brokerage fees or commissions referred to herein.
- D. Gallagher will not be operating in a fiduciary capacity, but only as Client's broker, obtaining a variety of coverage terms and conditions to protect the risks of Client's enterprise. Gallagher will seek to bind those coverages based upon Client's authorization, however, Gallagher can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact Gallagher with questions on these or any other issues of concern.

V. LIMITATION OF LIABILITY

Gallagher's liability to Client, arising from any negligent acts or omissions of Gallagher, whether related to the Services provided hereunder or not, shall not exceed \$20 million in the aggregate. Without limiting the foregoing, Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

ARTHUR J. GALLAGHER

By: _____

Name: _____

Title: _____

Peter Poyle
Peter Poyle
Regional EVP

CITY OF WARNER ROBINS

By: _____

Name: _____

Title: _____

Randy Toms
Randy Toms
Mayor



Arthur J. Gallagher & Co.

City of Warner Robins Fee Outline - Exhibit A

Brokerage: Arthur J Gallagher Risk Management Services
1040 Crown Point Parkway Suite 700
Atlanta, GA 30338

Producer: Kirby Ingram CPCU
Claims Advocate: Chris Gallego

Proposal Outline:

- 1) Workers' Compensation placement
- 2) Claims Advocacy
- 3) Loss Prevention
- 4) Actuarial Reserve Analysis
- 5) Other required assistance on the Workers' Compensation program

Annual Fee for Claims, Actuarial, and Loss Control Service

Submission and Quote Proposals from Insurance Market Place

NO. 24-19
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

WHEREAS, Section 5-102 of the Warner Robins City Charter provides that the millage rate for City ad valorem taxes be set by adoption of an ordinance of the Mayor and Council.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins that the millage rate for 2019 is set at 9.980 mills and the due date will be December 20, 2019.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on September 3, 2019 and shall become effective upon adoption on September 16, 2019.

CITY OF WARNER ROBINS, GEORGIA

By: Randy Toms
Randy Toms, Mayor

Attest:
Mandy Stella
Mandy Stella, Interim City Clerk

Houston Home Journal

Houston County's Legal Organ Since 1870
1210 Washington Street P.O. Box 1910
Perry, Georgia 31069
478 987-1823
Legal Fax 478 988-9193
Legal E-mail: legals@hhjnews.com

Georgia, Houston County


Personally appeared before me this date, Cheri M. Adams, Publisher of Houston Home Journal, Perry, Georgia, the Official Legal Organ of Houston County, Georgia who certifies that the Legal Notice

Public Hearing

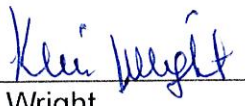
was published in Houston Home Journal on the following dates:

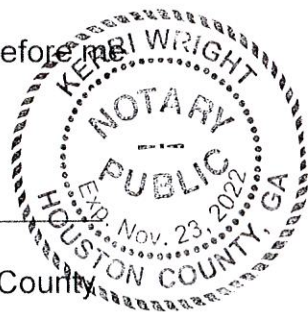
8/21/2019

This August 21, 2019


Cheri M. Adams
Publisher of the
Houston Home Journal
Perry, GA 31069

Sworn and subscribed before me
this August 21, 2019


Kerri Wright
Notary Public, Houston County



My Commission expires November 23, 2022

OFFICIAL NOTICE

Notice is hereby given that the Planning and Zoning Commission of the City of Warner Robins, Georgia, will hold a public meeting on September 10, 2019, at the hour of 5:30 P.M., at Warner Robins' City Hall for the purpose of hearing objections, if any, to a petition for the rezoning of property, including all right-of-ways, totaling 2.11 acres, located at the Northwest corner of Robert Bryson Smith Parkway and Alton Tucker Sr. Boulevard, in Houston County, also known as tax parcel [0W1330 033000]. The current zoning of the property is PUD[Planned Unit Development][City] and the proposed zoning upon annexation is C-2[General Commercial District][City]. Said properties being more accurately described as follows:

All that tract or parcel of land lying and being in Land Lot 252 of the 10th Land District of Houston County, Georgia, together totaling 2.11 acres, as shown on a plat of survey drawn by Donaldson, Garrett, & Associates, Inc., dated September 12, 2007 (dwg # 4558-07-C).

After the public hearing, the Planning and Zoning Commission's recommendation will be provided to and heard by the Mayor and Council Members for a final decision. All parties at interest and citizens shall have the opportunity to be heard at the public hearing's said time and place relative to petition filed by Jacob's Ladder Educational Childcare Center, Inc. If you require assistance relating to handicapped accessibility or foreign language in order to participate at the Public Hearing, please contact Darin Curtis with the Department of Community Development by calling (478)302-5522 or by emailing dcurtis@wrga.gov as far in advance of the meetings as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.

PLANNING AND ZONING COMMISSION
SHERRI WINDHAM
SECRETARY/PLANNING & ZONING
155425 8/21

155425
RBS Pkwy/AT Sr. Blvd
City of Warner Robins

CALENDAR

HHJ history

■ 25 Years Ago
Candidates shell out \$27,506 in race for commission post.
■ 10 Years Ago
Perry event draws large protest against President Obama's healthcare.

Aug. 23
Perry Presents: An Evening of Jazz with JAM

Perry Presents: An Evening of Jazz with JAM
Start your weekend with us in Perry as we kick back with the smooth sounds of JAM (Jazz Association of Macon) and enjoy each other's company on the lawn at Heritage Park (2005 Sam Nunn Blvd, Perry) from 7:00 p.m.- 9:00 p.m. It is free admission!
Optional food and beverages will be available on site for purchase. Coolers are permitted for this event with outside food, beverages, and spirits allowed. Lawn blankets and chairs are strongly encouraged!

Aug. 24
Yoga in the Park

Join us at Heritage Park, 1660 Keith Dr., Perry at 9:00 a.m. for a free yoga session by Homegrown Yoga that welcomes all ages, abilities and

fitness levels! Participants are encouraged to bring their own mat or towel and a limited number of yoga mats will be available to borrow. Bodega Bow will be serving complementary refreshing iced beverages throughout the event as well!

Aug. 29
What To Know About Heart Attacks

Join us for light hors d'oeuvres and an opportunity to increase your knowledge about heart attacks including prevention, recognizing the signs and symptoms, understanding the types of chest pain and the various procedures and treatments. Fears, depression and emotions after a heart attack will also be discussed. If you or a family member have experienced any of these conditions or have a history of heart disease, this class is for you!
Aug. 29, 5:30-6:30 pm Call 923-9771 to pre-register.

Sept. 5
Meet the Candidates for the Perry Mayor and City Council election

Join us, the Perry Chamber of Commerce, to meet the candidates running for City Council and Mayor for the City of Perry. Ask your questions and hear what they have to say!
The event will take place at the Perry Arts Center located at 1121 Macon Rd. from 5:30 p.m. to 7:30 p.m.
For more information visit: <http://www.perrychamber.com/events/details/meet-the-candidates-4605>. To submit a question to ask the candidates visit, <http://survey.constantcontact.com/survey/a07gqisqdtjz2qj6vk/start>.

Sept. 11
General Daniel Stewart Chapter, DAR, Sept. Meeting

The first meeting of the year for the General Daniel Stewart Chapter, DAR, will be held September 11, 2019 at 11:30 a.m. at the Perry Welcome Center.

OBITUARIES

Mellonese Brown Hambrick



PERRY—Mellonese Brown Hambrick, 90, passed away peacefully on Sunday morning, August 11, 2019, surrounded by her loving family. Visitation will begin at 10:00 a.m. on Wednesday, August 14, 2019, in the Sanctuary at First Baptist Church of Perry with the Funeral Service beginning at 11:00 a.m. Interment will be in Perry Memorial Gardens immediately following the service. In lieu of flowers, the family respectfully requests memorial contributions to Heart of Georgia Hospice, 103 Westridge Drive, Warner Robins, GA 31088 or First Baptist Church of Perry, 1105 Main Street, Perry, GA 31069.
Mellonese was born in

"Remembered always"

ing and devoted daughters, Josephine Pierce of Macon, Annolene White (Greg) and Ruth Tarpley (Wayne), both of Perry, and Belinda Lindsay (James) of Warner Robins; her grandchildren, Melody Pierce Scott (Richard), Michael Pierce, Jennifer Birdsong (Jeff), Anna Barnett (Cory), Jessica Kilburn (Richard), Wendy Naylor (Josh), Rhett Lindsey (Triah), Lauren Lindsey (Stephanie); 12 great-grandchildren; her sister, Frankie Jones of Macon; her brother, Joseph Brown of Macon; her sisters-in-law, Anne Carroll of Perry and Marjorie Moore of Unadilla; and many nieces and nephews.

Condolences for the family may be left in the online guestbook at www.watsonbunt.com. Watson-Hunt Funeral Home has been entrusted with the arrangements.

The Perfect Pear will cater sandwiches for \$5.00 per person. Our guest speaker will be Larry Walker, presenting a program on the U.S. Constitution. Please RSVP by September 1, 2019 to Bronwyn Young at apbiox@gmail.com.

Sept. 17
2019 Candidate Forum

Join us, the Robins Regional Chamber on Sept. 17 from 6 p.m. to 8 p.m. at the Central Georgia Technical College auditorium for this year's Candidate Forum. Our

candidate forums provide an opportunity for citizens to hear directly from candidates about where they stand on issues. The auditorium is located at Building A Central Georgia Technical College 80 Cohen Walker Drive in Warner Robins.

Warner Robins FOLLIES : Who says you can't go home?
A huge show of song and dance and memories for over 600 friends

Special to the Journal
This Fall the Warner Robins Air Force Base and its popular Aviation museum will play host to a multi-year institution from Warner Robins. The one-night event titled, "FOLLIES: Who says you can't go home" will bring back over 60 actors, dancers and singers that performed in The WRHS Follies in 1960s, 70s and 80s. The night will feature an elegant meal and a show packed with names and singers from the past and present.
The event takes place on September 7th, 2019 starting

at 5pm. It will be a big night of entertainment and is set to pay tribute to the people that created a show that was known for Rock and Roll, Country, 50's and Broadway music.
The event will feature performers from the old Follies shows of the 1960's through the 1980's - many of whom became professionals. They credit this unique experience for helping guide their careers. The stage band for this event is made up of some of the best musicians in the state.
"The show will have the

feel of the Golden Globes", says Leslie Brazil Trescot, a member of the producing committee. "The audience will enjoy meeting old friends and being seated for a first class meal. Our performers will come up to the stage from their tables and perform just like the awards shows we see on television" And you will want to stand and dance on every song.
Ms. Trescot also added, "We have a long list of Pageant winners that are coming back to perform. These women learned a lot from our Follies shows.

These women were local winners, state winners and some went to the Miss America pageant. This is a night where they can come back and say thank you!"
The six-hour event will feature 60 performers. Appetizers and an First class meal, a 2 1/2 hour Musical Extravaganza. With a Dance afterwards.
Committee member Marsha Hall is in charge of ticket sales. "The event is almost sold-out," Hall says. "We are expecting over 600

guests. Everyone will be seated at elegant eight-top tables. We will have a huge stage and a great band and lots of talented people singing and dancing. The night will start at five and go until midnight." Ms. Hall says that there are only a few seats left. You can purchase tickets for the event here: <https://wrhs.booktix.com/>
A partial list of performers include, Jill Beuhars Fant (Former Miss Tennessee), Bobbie Eakas from the Bold and the Beautiful, Nadine

Cheek (music professor at Wesleyan College), former Ms Georgia, Sandra Eakas McCain, SoBie Lacey from Stillwater, Tim and Jack Dippel, Gail Rainey Holly and many more.
The All-Band members include: Rob Walker, Dave McArel, Al Scarborough, Tony Cooper, Mike Harrold. The musical director is Bruce Whitten
Marsha Hall - mhall18@gmail.com On Facebook: WR Follies19 : Who says you can't go home

Sen. Walker appointed Chair of Senate Study Committee

Special to the Journal
Sen. Larry Walker (R - Perry) has been appointed by Lt. Governor Geoff Duncan to serve as Chair of the Senate Study Committee on Portable Benefits for Independent Workers.
"I am honored to be appointed to this important study committee and look forward to learning more about workforce benefits in regards to independent workers," said Sen. Walker. "Our workforce is ever-evolving and the contracting, temporary and on-demand work style is becoming increasingly common in parts of our state. It's impera-

tive that we take a look at the benefits they have and consider options that allow this new and innovative work style to work best for our both the employers and employees."
The Senate Study Committee on Portable Benefits for Independent Workers was created by the passage of Senate Resolution 325 during the 2019 Legislative Session. As stated in the resolution, the committee shall be comprised of five members of the Senate. The Senate Study Committee on Portable Benefits for Independent Workers will study the changing workforce to better understand the ben-

efits associated with contractors and temporary employees in a gig economy. The study committee will consider legislation that would allow them to take their benefits with them as they move about the workforce. The committee will report their findings no later than December 1, 2019.

Sen. Larry Walker serves as the Majority Caucus Vice Chairman. He represents the 20th Senate District, which includes Bleckley, Houston, Laurens and Pulaski counties. He may be reached by phone at 404.656.0095 or by email at larry.walker@senate.ga.gov.

NOTICE
The City of Warner Robins does hereby announce the millage rate will be set at a meeting held at City Hall, 700 Watson Blvd., on September 3rd, 2019 at 5:30 p.m. and pursuant to the requirements of O.C.G.A. § 48-5-32 we hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years:

CURRENT 2019 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY									
HOUSTON COUNTY		2014	2015	2016	2017	2018	2019		
H O U S T O N	Real & Personal	1,580,690,402	1,548,345,390	1,516,184,366	1,528,403,325	1,566,416,817	1,582,842,877		
	Motor Vehicles	128,523,540	11,108,230	10,182,540	10,221,800	10,601,570	10,612,800		
	Mobile Homes	2,804,231	1,512,101	1,405,613	2,103,759	2,120,311	2,014,143		
	Timber - 120%				1,403				
	New Data Equipment			23,877	18,550		18,850		
	Gross Depts	1,711,793,520	1,577,383,312	1,527,353,459	1,641,964,394	1,720,261,726	1,823,528,176		
	Less Exemptions	76,242,639	77,328,369	77,328,369	82,143,637	80,718,827	82,218,230		
	NET DIGEST VALUE	1,711,793,520	1,497,958,477	1,449,948,126	1,607,811,209	1,640,542,923	1,739,210,946		
	Gross Maintenance & Corporation Millage	9,900	9,900	9,900	9,900	9,900	9,900		
	Less Rebates								
Opton Sales Tax & Insurance Premium									
NET MGD MILLAGE RATE	9.900	9.900	9.900	9.900	9.900	9.900			
TAX	NET MGD TAXES LEVIED	\$17,100,240	\$14,956,528	\$14,694,711	\$16,476,948	\$16,322,722	\$17,247,818		
PEACH COUNTY									
HOUSTON COUNTY		2014	2015	2016	2017	2018	2019		
P E A C H	Real & Personal	20,513,703	21,023,830	22,067,482	27,814,261	29,704,004	29,694,813		
	Motor Vehicles	871,976	577,570	422,700	289,870	234,170	199,770		
	Mobile Homes								
	Timber - 120%								
	New Data Equipment								
	Gross Depts	21,385,679	21,601,400	22,502,222	28,104,131	30,202,174	29,234,511		
	Less Exemptions	563,071	154,011	486,282	526,812	648,514	672,762		
	NET DIGEST VALUE	21,229,602	21,447,389	22,015,940	27,577,319	29,553,660	28,411,749		
	Gross Maintenance & Corporation Millage	9,900	9,900	9,900	9,900	9,900	9,900		
	Less Rebates								
Opton Sales Tax									
NET MGD MILLAGE RATE	9.900	9.900	9.900	9.900	9.900	9.900			
TAX	NET MGD TAXES LEVIED	\$212,000	\$214,251	\$217,679	\$274,341	\$292,801	\$282,813		
TOTAL COUNTY									
HOUSTON COUNTY		2014	2015	2016	2017	2018	2019		
TOTAL DIGEST VALUE	1,732,963,221	1,497,366,244	1,432,873,081	1,637,426,844	1,669,535,992	1,766,841,735			
TOTAL MGD TAXES LEVIED	\$17,312,241	\$15,170,779	\$14,717,390	\$16,761,289	\$16,525,523	\$17,492,538			
Net Tax % Increase	(31.041) 5%	(13.028) 5%	(1.028) 5%	12.028 5%	(1.028) 5%	5.028 5%			
Net Tax % Increase	6.028 5%	0.028 5%	0.028 5%	1.028 5%	1.028 5%	1.028 5%			

NOTICE OF PROPERTY TAX INCREASE
The City of Warner Robins has tentatively adopted a millage rate which will require an increase in property taxes by 3.59%.
All concerned citizens are invited to the public hearing on this tax increase to be held at City Hall, 700 Watson Blvd., Warner Robins, Georgia, on Monday, August 26th, 2019 at 11 a.m.
Times and places of additional public hearings on this tax increase are at City Hall, 700 Watson Blvd., Warner Robins, Georgia on Monday, August 26th, 2019 at 6 p.m. and Tuesday September 3rd, 2019 at 10 a.m.
The tentative increase will result in a millage rate of 9.980 mills, an increase of 3.66 mills for City of Warner Robins properties within Houston County. Without this tentative tax increase, the millage rate will be no more than 9.614 mills for City of Warner Robins properties within Houston County.
The proposed tax increase for a home with a fair market value of \$125,000 is approximately \$9.00 and the proposed tax increase for non-homesteaded property with a fair market value of \$150,000 is \$20.76.

Need A Doctor?
HOUSTON PRIMARY CARE
WALK INS WELCOME
DR. MOSS • DR. SHEFFY • DR. BROWN
478-328-7674 1719 RUSSELL PARKWAY

NOTICE

The City of Warner Robins does hereby announce the millage rate will be set at a meeting held at City Hall, 700 Watson Blvd. in September 3rd, 2019 at 5:30 p.m. and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2019 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

HOUSTON COUNTY		2014	2015	2016	2017	2018	2019
V A L U E	Real & Personal	1,240,954,411	1,294,160,792	1,267,331,359	1,259,248,253	1,659,441,221	1,678,247,575
	Motor Vehicles	172,532,840	171,185,248	162,187,500	161,125,900	171,551,971	169,531,540
	Mobile Homes	59,822	59,240	28,053	1,387,250	71,250	100,000
	Timber - 100%						
	Heavy Duty Equipment						
	Gross Digest	1,711,736,505	1,677,883,316	1,687,379,896	1,691,964,986	1,720,261,724	1,821,509,176
	Less Exemptions		70,621,555	71,839,350	67,133,417	147,537,212	147,229,366
	NET DIGEST VALUE	1,711,736,505	1,607,259,677	1,610,040,136	1,609,831,549	1,635,543,332	1,728,219,966
R A T E	Gross Maintenance & Operation Millage	9.9900	9.9900	9.9900	9.9830	9.9800	9.9800
	Less Rollbacks (Local Option Sales Tax & Insurance Premium)						
	NET M&O MILLAGE RATE	9.9900	9.9900	9.9900	9.9830	9.9800	9.9800
	TAX	NET M&O TAXES LEVIED	\$17,100,248	\$16,056,524	\$16,098,791	\$16,070,948	\$16,322,722
MUSCOGEE COUNTY		2014	2015	2016	2017	2018	2019
V A L U E	Real & Personal	20,211,773	21,023,430	22,887,767	27,434,963	30,725,914	31,846,813
	Motor Vehicles	9,897,000	9,770,716	9,271,530	8,616,711	8,411,500	8,552,200
	Mobile Homes						
	Timber - 100%						
	Heavy Duty Equipment						
	Gross Digest	21,392,673	21,600,600	22,510,232	28,103,731	30,022,174	29,284,531
	Less Exemptions	1,227,000	1,400,000	1,662,250	2,250,000	1,695,314	1,717,722
	NET DIGEST VALUE	21,229,602	21,446,569	22,029,947	27,574,119	29,377,660	28,411,769
R A T E	Gross Maintenance & Operation Millage	9.9900	9.9900	9.9900	8.8250	8.8450	8.8500
	Less Rollback (Local Option Sales Tax)			1.0700	1.1500	1.1500	
	NET M&O MILLAGE RATE	9.9900	9.9900	8.4920	8.8250	8.8450	8.8500
	TAX	NET M&O TAXES LEVIED	\$212,084	\$214,251	\$187,078	\$243,342	\$259,801
TOTAL COUNTY		2014	2015	2016	2017	2018	2019
T O T A L	TOTAL DIGEST VALUE	1,732,966,107	1,628,706,246	1,632,070,083	1,637,405,668	1,664,915,992	1,756,631,735
	TOTAL M&O TAXES LEVIED	\$17,312,331	\$16,270,775	\$16,285,870	\$16,314,290	\$16,582,524	\$17,490,556
	Net Tax \$ Increase		(\$1,041,556)	\$15,094	\$28,420	\$268,234	\$908,032
	Net Tax % Increase		-6.02%	0.09%	0.17%	1.64%	5.48%

NOTICE OF PROPERTY TAX INCREASE

The City of Warner Robins has tentatively adopted a millage rate which will require an increase in property taxes by 3.59%.

All concerned citizens are invited to the public hearing on this tax increase to be held at City Hall, 700 Watson Blvd., Warner Robins, Georgia, on Monday, August 26th, 2019 at 11 a.m.

Times and places of additional public hearings on this tax increase are at City Hall, 700 Watson Blvd., Warner Robins, Georgia on Monday, August 26th, 2019 at 6 p.m. and Tuesday, September 3rd, 2019 at noon.

The tentative increase will result in a millage rate of 9.980 mills, an increase of .346 mills for City of Warner Robins properties within Houston County. Without this tentative tax increase, the millage rate will be no more than 9.634 mills for City of Warner Robins properties within Houston County.

The proposed tax increase for a home with a fair market value of \$125,000 is approximately \$9.00 and the proposed tax increase for non-homestead property with a fair market value of \$150,000 is \$20.76.

NOTICE

The City of Warner Robins does hereby announce that the millage rate will be set at a meeting to be held at City Hall, 700 Watson Blvd. on September 3, 2019 at 5:30 p.m. and pursuant to the requirements of O.C.G.A. § 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2019 PROPERTY TAX DIGEST AND 5 YEAR HISTORY OF LEVY

		2014	2015	2016	2017	2018	2019
UNINCORPORATED							
	Real & Personal	1,580,609,442	1,584,165,985	1,616,861,386	1,639,463,355	1,680,446,823	1,788,842,877
	Motor Vehicles	128,522,540	91,185,230	68,182,500	50,123,800	37,601,970	30,632,800
	Mobile Homes	2,604,523	2,532,101	2,305,633	2,353,759	2,212,931	2,014,143
	Timber - 100%				7,492		
	Heavy Duty Equipment			29,977	16,580		19,356
	Gross Digest	1,711,736,505	1,677,883,316	1,687,379,496	1,691,964,986	1,720,261,724	1,821,509,376
	Less Exemptions		70,623,639	77,339,360	82,133,437	84,718,392	93,289,210
	NET DIGEST VALUE	1,711,736,505	1,607,259,677	1,610,040,136	1,609,831,549	1,635,543,332	1,728,219,166
	Gross Maintenance & Operation Millage	9.9900	9.9900	9.9990	9.9830	9.9800	9.9800
	Less Rollbacks (Local Option Sales Tax & Insurance Premium)						
	NET M&O MILLAGE RATE	9.9900	9.9900	9.9990	9.9830	9.9800	9.9800
	NET M&O TAXES LEVIED	\$17,100,248	\$16,056,524	\$16,098,791	\$16,070,948	\$16,322,722	\$17,247,635
INCORPORATED							
	Real & Personal	20,513,703	21,023,030	22,087,482	27,814,061	29,788,004	29,084,811
	Motor Vehicles	878,970	577,570	422,750	289,670	234,170	199,720
	Mobile Homes						
	Timber - 100%						
	Heavy Duty Equipment						
	Gross Digest	21,392,673	21,600,600	22,510,232	28,103,731	30,022,174	29,284,531
	Less Exemptions	163,071	154,031	480,285	529,612	649,514	872,762
	NET DIGEST VALUE	21,229,602	21,446,569	22,029,947	27,574,119	29,372,660	28,411,769
	Gross Maintenance & Operation Millage	9.9900	9.9900	9.9990	9.9830	9.9800	9.9800
	Less Rollback (Local Option Sales Tax)			1.5070	1.1580	1.1350	1.4300
	NET M&O MILLAGE RATE	9.9900	9.9900	8.4920	8.8250	8.8450	8.5500
	NET M&O TAXES LEVIED	\$212,084	\$214,251	\$187,078	\$243,342	\$259,801	\$242,921
TOTAL COUNTY		2014	2015	2016	2017	2018	2019
	TOTAL DIGEST VALUE	1,732,966,107	1,628,706,246	1,632,070,083	1,637,405,668	1,664,915,992	1,756,631,935
	TOTAL M&O TAXES LEVIED	\$17,312,331	\$16,270,775	\$16,285,870	\$16,314,290	\$16,582,524	\$17,490,556
	Net Tax \$ Increase		(\$1,041,556)	\$15,094	\$28,420	\$268,234	\$908,034
	Net Tax % Increase		-6.02%	0.09%	0.17%	1.64%	5.48%

TOTAL COUNTY

The City of Warner Robins does hereby announce that the millage rate on September 3, 2019 at 5:30 p.m. and pursuant to the requirements of presentation of the current year's tax digest and levy, along with the his

CURRENT 2019 PROPERTY TAX DIGEST

		UNINCORPORATED		2014	2015
H O U S T O N C O U N T Y	V A L U E	Real & Personal	1,580,309,742	1,584,165,000	
		Motor Vehicles	128,522,540	91,185,000	
		Mobile Homes	2,604,528	2,532,000	
		Timber - 100%			
		Heavy Duty Equipment			
		Gross Digest	1,711,736,505	1,677,883,000	
		Less Exemptions		70,623,600	
		NET DIGEST VALUE	1,711,736,505	1,607,259,600	
	R A T E	Gross Maintenance & Operation Millage	9.9900	9.9900	
		Less Rollbacks (Local Option Sales Tax & Insurance Premium)			
NET M&O MILLAGE RATE		9.9900	9.9900		
TAX	NET M&O TAXES LEVIED	\$17,100,248	\$16,056,520		
		INCORPORATED		2014	2015
P E A C H C O U N T Y	V A L U E	Real & Personal	20,513,703	21,026,000	
		Motor Vehicles	678,970	577,500	
		Mobile Homes			
		Timber - 100%			
		Heavy Duty Equipment			
		Gross Digest	21,392,673	21,600,600	
		Less Exemptions	163,071	154,000	
		NET DIGEST VALUE	21,229,602	21,446,560	
	R A T E	Gross Maintenance & Operation Millage	9.9900	9.9900	
		Less Rollback (Local Option Sales Tax)			
TAX	NET M&O MILLAGE RATE	9.9900	9.9900		
	NET M&O TAXES LEVIED	\$212,084	\$214,251		
		TOTAL COUNTY		2014	2015
		TOTAL DIGEST VALUE	1,732,966,107	1,628,706,246	
		TOTAL M&O TAXES LEVIED	\$17,312,331	\$16,270,775	
		Net Tax \$ Increase		(\$1,041,556)	
		Net Tax % Increase		-6.02%	

It be set at a meeting to be held at City Hall, 700 Watson Blvd.
 C.G.A. § 48-5-32 does hereby publish the following
 copy of the tax digest and levy for the past five years.

AND 5 YEAR HISTORY OF LEVY

2016	2017	2018	2019
1,616,361,336	1,639,463,355	1,680,446,823	1,788,842,377
68,182,500	50,123,800	37,601,970	30,632,600
2,305,683	2,353,759	2,212,981	2,014,143
	7,492		
29,977	16,580		19,356
1,687,379,496	1,691,964,986	1,720,261,724	1,821,509,376
77,389,360	82,133,487	84,718,392	93,289,210
1,610,040,136	1,609,831,549	1,635,543,332	1,728,219,166
9.9990	9.9830	9.9800	9.9800
9.9990	9.9830	9.9800	9.9800
\$16,098,791	\$16,070,948	\$16,322,722	\$17,247,635
2016	2017	2018	2019
22,087,482	27,614,061	29,788,004	29,084,811
422,750	289,670	284,170	199,720
22,510,232	28,103,731	30,022,174	29,284,531
480,285	529,612	649,514	879,762
22,029,947	27,574,119	29,372,660	28,411,769
9.9990	9.9830	9.9800	9.9800
1.5070	1.1680	1.1650	1.4300
8.4920	8.8250	8.8450	8.5500
\$187,078	\$243,342	\$259,801	\$242,921
2016	2017	2018	2019
1,632,070,083	1,637,405,668	1,664,915,992	1,756,631,935
\$16,285,870	\$16,314,290	\$16,582,524	\$17,490,556
\$15,094	\$28,420	\$268,234	\$908,034
0.09%	0.17%	1.64%	5.48%

FROM PA...
 THURSDAY AUG...
 MACON.COM
 • A nat...
 and gun...
 • A ba...
 style wea...
 capacity...
 • A m...
 buyback...
 assault-...
 and a vo...
 for othe...
 • A II...
 purchas...
 person...
 • Th...
 a "nat...
 gun vio...
 to repo...
 White...
 • R...
 age to...
 from I...
 • A...
 gun li...
 overs...
 that v...
 perso...
 10-d...
 purch...
 Licen...
 be re...
 •
 prog...
 for...
 on g...
 tion...
 miti...
 gro...
 ty...
 A...
 ear...
 Pa...
 de...
 vo...
 gr...
 ne...
 P...
 H...
 S...
 S...
 S...
 S...

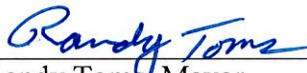
**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute an agreement and memorandum of understanding with Rural Fire Defense, Georgia Forestry Commission and Fire Departments in Georgia relating to loaned and leased fire equipment and vehicles to assist the Warner Robins Fire Department in protecting its jurisdiction and providing support of fire prevention programs. This agreement renews annually, not to exceed three (3) years.

This 3rd day of September, 2019.

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Attest:


Mandy Stella, Interim City Clerk

**Instructions for Completing
Rural Fire Defense (RFD) Agreement and Memorandum of Understanding (MOU) including Addendum
Georgia Forestry Commission (GFC) and Fire Departments in Georgia**

1. This RFD Agreement and MOU is necessary for each Fire Department that has loaned or leased equipment from the GFC.
2. Only one Agreement/MOU is needed for each Fire Department. If the County/City/Municipal Fire Department is organized with multiple "stations" under its organizational structure only one Agreement is necessary. However, if multiple Fire Departments are organized within the County/City/Municipality then a separate Agreement for each must be completed where state and federal excess property exist.
3. Firefighter Property (FFP) vehicles, equipment and/ or other apparatus should **not** be included on this Agreement. Those items are covered under a separate and different agreement.
4. All information **MUST be TYPED in the spaces** provided on the Agreement (next pages.) **Please DO NOT hand write information.**
5. The 2019 Agreement and MOU can be found and accessed on the GFC On-line Forms Library under Protection. Any and all previous versions are NOT applicable, only use the 07/2019 Agreement and MOU. See bottom of each page to ensure the correct Agreement is being used.
6. Once open, the form can be Saved As by the Fire Department Name. Once saved, the required information can be entered in the spaces provided.
7. Once all information is entered, the form can be printed and is ready for signatures.
8. ALL Signatures are required.
9. The Chief Ranger (or designee) for the County Unit is responsible for entering the required information within the Agreement and within the **ADDENDUM**, showing the GFC equipment that covers each County AND the vehicles, equipment and other apparatus the GFC provides to the fire department.
10. If the GFC is providing vehicles, equipment and/or other apparatus to the fire departments the **ADDENDUM** must be completed.
11. Do **NOT** use Radio Call Signs/Identifiers on the **ADDENDUM**. Need GFC #, AG #, Make, Model, Type, etc. (engine, tractor/plow, pick up, pump, ## gallon tank, etc....) For ALL Federal Excess Personal Property (FEPP) the AG# must also appear on the **ADDENDUM**. (Remember NOT FFP)
12. **All vehicles, equipment and/or other apparatus must appear on the GFC asset property inventory.** (Not FFP) If any do not appear on asset property inventory for the County, the Chief Ranger should initiate required steps within the A-41 system to get them added as soon as possible.
13. Once ALL signatures are obtained at the County level, the completed form should be sent to the appropriate GFC Area Office/AFMO which provides management oversight for the County Unit.
14. Area management should review to ensure the Agreement and MOU is completed accurately and ALL signatures are included.
15. Area management should collect all Agreements and MOU's for their assigned County Units and submit them to **Frank Sorrells, Chief of Forest Protection, collectively and all at one time for the Area. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.**
16. In the cases, where Counties require multiple reviews and approval steps/processes that may or will delay submission of the completed Agreement and MOU it is permissible to submit those individually once received from the County Unit.
17. The deadline to submit the completed Agreements and MOU's to Forest Protection is **Friday, November 8th, 2019. DO NOT SEND DIRECTLY TO THE DIRECTOR'S OFFICE.**
18. Forest Protection will provide all completed Agreements and MOU's to the GFC Director's Office for signature.
19. Once all signatures are obtained, the Agreement and MOU will be posted on the Forest Protection Intranet page under RFD <https://intranet.gfc.state.ga.us/RFDFireProgram/RFDAgreements/Index.cfm>.
20. The Agreement and MOU can be printed from there and a copy provided to the Fire Department.
21. In the cases where a specific County requires a copy with original signatures please make a note and attach it to the Agreement and MOU when submitting to the Forest Protection Department. An original signature copy will be returned to the County Unit to be delivered to the appropriate local official.

**RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT made and entered into this _____ day of September, 2019, by and between the GEORGIA FORESTRY COMMISSION, an agency of the State of Georgia, hereinafter referred to as "COMMISSION," and the Warner Robins Fire Department, hereinafter referred to as "COOPERATOR."

Because of the intermingling of structures and wildland fuels in areas of Houston & Peach County, Georgia the objectives of the two above-mentioned organizations are inseparable, to minimize the loss of life and property as a result of uncontrolled fire. The purposes of this document are:

1. Provide for closest possible cooperation on mutual objectives.
2. To clarify the purpose and responsibilities of each organization.

WITNESSETH:

WHEREAS, it is of vital importance to the State of Georgia to protect and develop its forest land resources; and

WHEREAS, such protection and development requires the suppression of uncontrolled fires, both within and without corporate limits; and

WHEREAS, the COMMISSION is charged by State law with providing a means of forest fire defense in all forest and rural areas; and

WHEREAS, the COOPERATOR is desirous of aiding the COMMISSION and itself in a coordinated fire program:

NOW THEREFORE, for and in consideration of the mutual benefits to each party as hereinafter appear below, both parties agree as follows:

Upon request from the COOPERATOR, the COMMISSION agrees to:

- a) Loan to the COOPERATOR, of equipment in so much as available through its Rural Fire Defense Program and described in the attached ADDENDUM.
- b) Provide the COOPERATOR a reimbursable cost estimate, if applicable to this agreement and of the equipment requested, if within the capabilities of the COMMISSION.
- c) Make available to the COOPERATOR, through reimbursable cost transactions, supplies necessary to assemble and construct fire suppression vehicles.

The COOPERATOR agrees:

- a) To reimburse the COMMISSION for costs involved in the transfer, construction, rigging and conversion of loaned equipment and/or supplies provided that are necessary to assemble and construct fire suppression vehicles, which sum shall not be refundable to the COOPERATOR. Any reimbursable cost will be billed to the COOPERATOR using the COMMISSION's invoicing procedures.
- b) To operate said equipment at no cost to the COMMISSION nor to the State of Georgia.
- c) To make said equipment available for inspection by the COMMISSION at any time.
- d) The COOPERATOR shall maintain either liability insurance or self-insured statuses covering all chassis on loan from the COMMISSION and provide supporting documentation for the duration of the agreement.

The PARTIES mutually agree:

- a) Title to all the equipment listed on the ADDENDUM shall remain in the possession of the COMMISSION.
- b) The equipment listed on the ADDENDUM, which is State of Georgia or Federal Excess property, may not be sold, junked or traded, but must be returned to the COMMISSION for final disposition. The COMMISSION may seek reimbursement from the COOPERATOR for any federal or state excess property that is not returned for proper disposal.
- c) When any equipment is returned to the COMMISSION upon termination of this agreement, or for other purposes, such equipment shall have at least the same component parts as it had when the COOPERATOR received the equipment.

- d) Title to all accessories, tools, etc. added by the COOPERATOR shall remain with the COOPERATOR and may be removed prior to returning the equipment.
- e) All loaned equipment is limited to wildland fire use and the use in the public's best interest under unusual or emergency conditions. Other uses of loaned equipment will be considered misuse of equipment and could result in the COMMISSION causing termination of the agreement.
- f) A decal, furnished by the COMMISSION, shall be affixed to the major pieces of equipment listed on the ADDENDUM in a prominent and proper location visible to the public indicating that it is a "fire unit" being operated by the COOPERATOR.
- g) Any employee of the COOPERATOR or other person enlisted by the COOPERATOR to staff and/or operate said equipment shall not be considered an employee of the COMMISSION for any purpose. The COOPERATOR shall have the responsibility for any Worker's Compensation Claim instituted by any person manning said equipment at the request of the COOPERATOR.
- h) The COOPERATOR agrees to hold harmless and relieves the COMMISSION of any accident, injury, and death occurring in the use of or operation of both loaned or reimbursed equipment and vehicle.

Operational Procedures

1. Dispatching:

- a) The COMMISSION will dispatch a crew to any known forest/brush/grass/etc. fire, or to any fires of unknown nature. The COMMISSION will cooperate with the county emergency dispatch structure by responding to wildland fires as dispatched.
- b) The COOPERATOR will dispatch a crew to any known structure fire, wildland fire, or to any fire of unknown nature.

2. Communications:

Upon arrival at the scene:

- a) The COMMISSION will provide command and control for wildland fire suppression and will coordinate with the COOPERATOR for protection of life and property threatened by a wildland fire.
- b) The COMMISSION will immediately advise the COOPERATOR of any burning or threatened structure within the area.
- c) The COOPERATOR will provide command and control for structural fire suppression and will cooperate with the COMMISSION for protection of life and property threatened by structural fires. The COOPERATOR will immediately advise the COMMISSION of any burning or threatened natural cover fuels within the area and request and/or provide assistance as needed.
- d) This agreement in no way restricts either agency from taking action in an emergency situation to save lives and property regardless of the nature of a fire, either wildland or structural.

3. Mutual Assistance:

- a) When both agencies are at the same fire, overall command and control of the incident shall lie with the agency concerned most directly with what is burning.
- b) If both woods and structures are on fire simultaneously, each agency shall endeavor to initiate unified command and provide support to each other to ensure shared resources are used effectively, public and firefighter safety, and efficient incident stability.
- c) All fire organizations involved should endeavor to accomplish wildland fire certifications and provide wildland fire personal protective equipment for firefighters who are subject to respond to wildland fires.
- d) Only the COMMISSION can authorize the use of backfires.
- e) The intended use of COMMISSION personnel and equipment is to provide protection/suppression relative only to wildland fires; I.E. Grass, forested lands, brush and trees. COMMISSION personnel are not trained, nor do they possess sufficient personal protective equipment to allow them to function in environments other than those listed above.

4. Training:

- a) Each agency agrees to attend/participate/assist/etc. in the other agency's training program.
- b) The authority having jurisdiction shall be responsible to ensure that all persons participating in training and wildland or structural fire suppression activities meet established qualifications and are properly equipped

with the required personal protective equipment to safely perform tasks at the individuals assigned level of responsibility.

5. Other:

Each agency mutually agrees to provide support of fire prevention programs which will increase the public awareness of the hazards and destruction of fire and serve to make the objectives of this memorandum possible.

AGREEMENT

This agreement shall not supersede any prior agreement between the parties for the coordinated protection of uncontrolled fire on any forest lands with the State of Georgia.

This agreement shall be effective from the date first appearing on page one (1) and shall continue in force from year to year, not to exceed 3 years, unless terminated by either party by thirty (30) days written notice to the other. Updates to this agreement require written approval of each party.

The Georgia Forestry Commission and its sub-contractors are Equal Opportunity Employers and Service Providers and subject to all provisions of section 601 of the Civil Rights Act of 1964 and therefore prohibit discrimination in all programs and services on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation, or marital or family status.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written.

Georgia Forestry Commission

Signature: State Forester/Director

Warner Robins Fire Department

Randy Tomo
Signature: Government Entity/Title
(Person legally authorized to enter into agreement for COOPERATOR)

Date: _____

Date: 09/05/19

Georgia Forestry Commission

Signature: Chief Forest Ranger

Warner Robins Fire Department

Signature: Fire Department Chief

Date: _____

Date: _____

See next page(s) for ADDENDUM to this Agreement

APPROVED AS TO
FORM AND CONTENT
[Signature]
CITY ATTORNEY

ADDENDUM

**TO THE RURAL FIRE DEFENSE COOPERATIVE LEASE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA FORESTRY COMMISSION AND
FIRE DEPARTMENT**

GEORGIA FORESTRY COMMISSION		
AREA COVERED	The County of _____; primarily all lands within the county, private and public, county and state owned and federal lands not under specific agreement. COMMISSION resources assigned to a county are also responsible for all lands within the State of Georgia upon request by the Chief of Forest Protection or his designee.	
RESOURCES:	Equipment: (List # Tractor/Plow Suppression Units, Type 6 Engine(s), Type 7 Engines(s), Other Suppression Equipment (not radio call signs). Provide Make, Model, Year and GFC#)	Wildland Fire Suppression Positions: (List by title; (example: Chief Ranger, # of Ranger 1, Supplemental FF, Forester who are available for fire suppression activities this county)
	4 JD Crawler Tractor v-blade with wheel plow	1 Chief Ranger - Don Thomas
	1 JD Crawler Tractor straight blade with lift plow	2- Ranger 2's Dan Sidle and Stacy Rayburn
	3 transports with lowboys	1 Ranger 1 - Brooke Sheffield
	1 type 6 engine F- 550	
	1 F-250 Type 7 engine	

All forest fire protection work shall be under the direction and supervision of the State COMMISSION, through the Director of said Commission, subject to the provisions of the Forest Fire Act and the laws of the State, now or hereafter enacted, relative to forestry and forest fire prevention and suppression. The Commission shall have power to make and enforce all rules and regulations necessary for the administration of forest fire protection. (Ga. Laws 1949, pp. 937, 938; Ga. Code 1981, Sec. 12-6-83.)

FIRE DEPARTMENT/COOPERATOR			
AREA COVERED	Fire Department/Cooperator will provide a map of the primary responsibility area(s) to the COMMISSION's County Unit that is responsible for the area.		
INFORMATION	Equipment: (List each vehicle, pump, tank, piece of equipment, supplies, etc.... <u>owned and/or loaned by the GFC to the Fire Department.</u> Includes <u>State and Federal Excess Property</u> that appears on GFC asset property inventory—(not Fire Fighter Property or supplies reimbursed by the COOPERATOR to the COMMISSION). Provide make, tank size, model, pump engine size, GPM of pump, and GFC# of each.		Personnel: (Total number of fire department personnel, <u>does not require personnel names</u>)
Description	GFC Property #	AG # (if Federal Property)	
			# of Paid Personnel:
			# of Volunteer Personnel:
			# of Wildland Fire Qualified Personnel (both paid and volunteer):

Continue on next page, as needed, to include all FEPP and State owned property loaned or leased to the Fire Department

**CITY OF WARNER ROBINS
STATE OF GEORGIA**

RESOLUTION

BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute a memorandum of understanding with the Houston County Board of Education on behalf of the Warner Robins Police Department to provide two (2) school resource officers for FY20.

This 3rd day of September, 2019.

CITY OF WARNER ROBINS, GEORGIA

By: 
Randy Toms, Mayor

Attest:


Mandy Stella, Interim City Clerk

School Resource Officer Program
Memorandum of Understanding
Attachment
Warner Robins Police Department

A. Introduction

School systems throughout the United States are faced with an increasing demand on time and resources to plan for, respond to, and resolve issues relating to the safety and security of students, employees, and facilities. A prosperous future for Houston County depends greatly upon the ability to properly educate children. Effective schooling requires a safe and peaceful environment to encourage learning. Consequently, the Warner Robins Police Department, Perry Police Department, and Houston County Sheriff's Office in collaboration with the Houston County Board of Education, conducts the School Resource Officer Program to provide school administrators and staff with the law enforcement resources and expertise needed to maintain safety, order, and discipline throughout the school.

B. Goals and Objectives

The goals of the School Liaison Unit and School Resource Officer Program are to assist the Houston County School System in providing a safe learning environment and to improve relationships between law enforcement officers and today's youth. The program also attempts to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel, which will build a better community while also providing a role model in the educational system.

The first priority of the SRO is to provide a safe and positive learning environment and assist in the maintenance of order in the school.

To act as an advisor to the school staff in safety matters, violence reduction strategies and legal aspects of the activity of students.

To provide a positive role model to the students and to foster better understanding between the law enforcement community and the students and staff.

To assist students through counseling them in law enforcement related problems and to assist them by mediating disputes. Attempts will be made to identify problems with students in order to address their problems in a non-violent manner.

C. Qualifications

The School Resource Officer (SRO) shall meet the following qualifications:

1. Be a certified law enforcement officer by the State of Georgia.

2. Have excellent communication skills.
3. Be able to relate well to children of all ages.
4. Ability to work cooperatively in a non-law enforcement environment with little supervision.

D. Employment Status of School Resource Officers

1. The Warner Robins Police Department shall furnish law enforcement officers, employed by the Warner Robins Police Department to serve as School Resource Officers and one law enforcement officer to serve as the School Liaison Supervisor to Houston County School System.
2. Chain of Command
 - a. School Liaison Unit personnel shall remain employees of the Warner Robins Police Department and shall not be employees of the Houston County Board of Education. The School Board and the Chief of Police acknowledge that the School Resource Officers shall remain responsive to the chain of command.
 - b. Understanding the SRO's chain of command, the SRO shall also respect the position of the principal. Even though the Principal or Assistant Principal is not the SRO's supervisor, the SRO shall exhibit the same respect and consideration as his/her immediate supervisor.
 - c. The SRO shall inform the principal of any situation that might arise at the school between the SRO and a staff or faculty member. The SRO shall address the issue with the principal and the SRO's supervisor.
3. Financial Considerations

It is agreed by both parties in this Memorandum of Understanding, that the Houston County Board of Education has an agreement with each agency on the cost of the School Resource Officers.

E. Duties of School Resource Officers

1. Regular Duty Hours of School Resource Officers
 - a. Each SRO shall be assigned to a school on a full time basis of eight (8) hours for the 190 days that teachers are on contract.
 - b. The SRO will return to the School Liaison office daily to complete all paperwork and other assignments as necessary.
 - c. The Chief of Police/Sheriff may temporarily reassign the SROs during school holidays and vacations or during the period of a police emergency.

- d. SROs will wear the class "A" uniform and drive a marked police vehicle.
- e. SROs are to notify their supervisor and the principal of their assigned school(s) if they will not be at work for any reason. The SRO shall also notify the principal or his/her designee whenever they will be off campus and when they return. If possible, the SRO will have a substitute in his/her place at the school when absent.
- f. SROs will assist in the preparation, coordination, and review of their respective school safety plans to address incidents that could occur in the school setting. They will ensure the plans are in compliance with Georgia Statue 20-2-1185. In addition, SROs will be a member of the school safety committee and conduct a building assessment of his/her school on a yearly basis.
- g. As possible, SROs will attend the annual Safe Schools Conference in the State of Georgia.
- h. SROs will provide annual coverage for athletic events, summer school, Extended School Year (ESY), Enhancement, and any other events/programs for students.

2. School Liaison Unit Supervisor

- a. The Supervisor will establish and maintain a working knowledge of, and adhere to, all laws, ordinances, and regulations of city, state, and federal government, general orders, written policies, and procedural directives, as well as possess knowledge of school rules, regulations, and laws regarding student safety and conduct.
- b. The Supervisor will work in coordination with the Superintendent and Assistant Superintendents with the Houston County School System to achieve the goals and objectives as stated above.
- c. The Supervisor will serve in a consultant capacity as the direct point of contact between the Police/Sheriff's Department and the school system for operational and administrative school safety and security issues.
- d. The Supervisor will establish and maintain effective relationships with school personnel and public safety agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential.
- e. The Supervisor will assist in the preparation, coordination, and review of the Houston County Schools safety plans to address incidents that could occur in the school setting. He will ensure the plans are in compliance with

Georgia Statue 20-2-1185. In addition, the supervisor will be a member of the system safety committee and conduct a building assessment of his respective schools on a yearly basis.

- f. As possible, supervisors will attend the annual Safe Schools Conference in the State of Georgia.

3. School Resource Officer (SRO)

The SRO is a sworn Police Officer with the Warner Robins Police Department, Perry Police Department, or Sheriff's Office assigned to provide the law enforcement expertise and resources required to assist the School Administrators in maintaining safety, order, and discipline within their assigned school. The SRO comes under the supervision of the School Liaison Supervisor. The SRO will be considered an active member of the administrative team of his or her assigned school. SROs should refrain from functioning as a school disciplinarian with infractions that do not constitute violations of the law.

The SRO assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's police service area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. Pursuant to § 20-2-1184 of the Official code of Georgia, certain types of criminal activity that comes to the attention of a principal or school official shall be reported immediately to law enforcement. In an emergency situation, the school should notify 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call 911 if the SRO is not available.

4. Additional Duties of the SRO

- a. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- b. The SRO shall make himself/herself available for a conference with students, parents, and faculty members in order to assist them with problems of law enforcement or crime prevention nature.
- c. The SRO shall become familiar with all the community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty and staff of the school.
- d. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.

- e. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary.
- f. The SRO shall, whenever possible, participate in and/or attend school functions to further establish rapport with the students.
- g. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the principal shall contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- h. SRO's are not to be used for regularly assigned lunchroom, bus ramp, or other duties. This does not prohibit the SRO from assisting the school in problem or high traffic areas. The SRO needs to be free to move about the campus so as not to create a routine.
- i. In all cases involving violations of the law, the SRO has the final say in what legal action will be taken. However, the principal's opinion should be taken into consideration when making the final decision
- j. Coordinate with the principal for extra duty security and inform his/her supervisor of the request for security. The supervisor of the School Liaison Unit will be responsible for security and law enforcement activity at extra-curricular events as determined by the principal. The school shall be responsible for paying the SRO and other officers for security at school functions and extra-curricular activities that are outside his/her regular duty hours.
- k. Perform ongoing security checks of the campus and make recommendations to the principal.

5. Instructional Responsibilities. (ADVANCE PROGRAM)

- a. The SRO assigned to middle schools will teach the approved ADVANCE Curriculum to all sixth grade students beginning the 2019-2020 school year.
- b. The SRO will not teach any subject or topic that has not been approved by the Principal at his/her assigned school.
- c. No letters, pamphlets, flyers, etc. will be distributed to students until the Principal has given his/her approval.
- d. All counseling or meetings with a student must be approved by an administrator.
- e. The Principal is to be kept informed of all activities pertaining to the students and staff at his/her school that the SRO is involved in.

F.

Rules and Guidelines

1. Procedures
 - a. SROs shall be subject to all policies and procedures of the Warner Robins Police Department.
 - b. SROs will be evaluated by their supervisor annually. The supervisor shall solicit the input of the school principal or his/her designee prior to completing the evaluation.
 - c. If it is necessary for the SRO to be off campus during regular school hours or will be out for any reason, the SRO shall notify his/her supervisor and principal or his/her designee at his/her assigned school.

2. Response to Criminal Activity
 - a. SROs are expected to respond to all criminal activity on the school campus and take the appropriate action, involving other law enforcement officials when necessary.
 - b. SROs investigating a crime that occurred on campus should follow existing agency policy and procedures.
 - c. Should it become necessary to conduct formal police interviews with the students, the SRO shall adhere to school board policy, police policy, and legal requirements with regard to such interviews.
 - d. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offense not related to the operation of, or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from jurisdiction by a person suspected of a crime, or destruction of evidence.
 - e. The SRO shall take law enforcement action as 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 intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law.

Whenever practicable, the SRO shall advise the principal before requesting additional police assistance on campus.

- f. SROs should coordinate their activities so that action between the Police Department and the school is cooperative and in the best interests of the school and public safety.

3. Arrest Procedures

- a. The arrest of a student or employee of the school with a warrant should be coordinated through the principal and accomplished after school hours, *whenever practical*.
- b. In situations where an arrest of a student or staff member takes place during school hours or on school grounds when a crime is being committed in the presence of the SRO, the SRO shall inform the principal as soon as possible.
- c. When an SRO takes a student into custody, existing rules of criminal procedures shall be followed. The SRO shall ensure that parental notification is made for any student arrested who is under the age of 18.
- d. The SRO shall follow all policies and procedures of their respective agency whenever making an arrest.

4. Transportation of Students

- a. SROs shall not transport students in their official vehicle unless:
 - 1. They are under arrest
 - 2. They are a victim of a crime.
 - 3. They are truant and being returned to school; or
 - 4. An actual emergency exists.
- b. SROs are to follow existing agency policies when transporting a student.

5. Search and Seizure

- a. School Officials (Administrative Search)

The Houston County School System endeavors to provide a safe and secure environment for all students. The Board authorizes reasonable searches of students directed to that end by authorized school officials. Searches based on reasonable suspicion may

proceed without hindrance or delay, but they shall be conducted in a manner, which ensures that students are not arbitrarily stripped of personal privacy.

1. School Officials shall abide by Board Policy Descriptor Code: JCAB, Interrogations and Searches of Students when they believe reasonable suspicion exists to conduct such search.
2. Administrative searches will be conducted by school personnel and entirely without the participation of law enforcement officers. SROs cannot conduct a search on behalf of school administrators or as agents of the school.

b. SROs

1. SROs *will not* be involved in administrative searches except when the safety of school personnel is in question such as violent threats, weapons, etc. In this case the SRO will only be present and will not participate in the actual search. At no time shall an SRO request or suggest that an administrative search be conducted for law enforcement purposes.
2. Any search initiated by an officer shall be based upon probable cause or articulable reasonable suspicion that a criminal offense has been committed or may be committed, and that the suspect may be armed. At all times SROs shall follow state, federal, and local laws as well as departmental policies and procedures when conducting a search.

G. Release of Student Information

The release of student records is governed by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. "School officials" may access and disclose student records only as authorized by FERPA.

1. School Resource Officers

- a. For purposes of access to student records, the SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. On a routine basis, SRO's access to student record information shall be limited to system-wide directory information (defined below) that will include information on all students in the school system that have not opted-out of the disclosure of directory information. In addition to this system-wide district look up of directory information, SROs also will be granted access to a school-wide look up for students in the school to which the SRO is assigned. This school-wide look up will include additional items of

information, such as class schedule, date of birth, gender, address, parental/guardian information, and phone numbers that an SRO may need to perform his or her duties, but which are not designated as directory information.

- b. The SROs may only disclose student records and information contained therein to the Police/Sheriff's Department and to other law enforcement officials as described below. "Law enforcement records" are those records, files, documents, and other materials that are created and maintained by the SRO for the purpose of ensuring the physical safety and security of people and property in the Houston County School System and/or the enforcement of any local, state or federal law even if such records also serve the dual purpose of investigating and enforcing school disciplinary rules. Because "law enforcement records" are not student records, they are not subject to the disclosure restrictions of FERPA.
- c. Copies of law enforcement records that are provided to school administrators for the purpose of school discipline become student records that may be maintained in student's files and are subject to the disclosure restrictions of FERPA. The original law enforcement record maintained by the SRO, however, remains exempt from the disclosure restrictions of FERPA.

2. Law Enforcement Officials

- a. Law enforcement officers who are not assigned to the schools as part of the SRO Program may have access to student record information without parent permission and consent only if:
 - 1. The School Board has designated the information as "directory information", or
 - 2. The knowledge of student record information is needed to protect the health and safety of a student or other person in an emergency situation, or
 - 3. The School Board is presented with a search warrant, subpoena, or other valid court order requiring the release of student records to the law enforcement official or agency.

3. Directory Information

- a. The Houston County Board of Education under Board Policy, Student Records, Descriptor Code: JR, designates certain information from student education records as "directory information", as is specified in this paragraph. Unless a parent/guardian or eligible student makes a timely request to the principal of the school where the student is enrolled that such information not be designated as directory information as to that

individual student, such information will not be considered confidential and may be disclosed upon request.

b. Directory Information is as follows:

1. Student's name
2. Student's month and day of birth
3. School at which a student is enrolled
4. Student's participation in official school activities and sports
5. Weight and height of athletic team members used in information for the public
6. Dates of attendance at schools within the Houston County School District
7. Awards or honors received during the time the student is enrolled in the Houston County School District
8. Photograph used to publicize awards, honors, extracurricular activities, sports or school promotions
9. Grade

c. Health and Safety Emergency

School officials may disclose any information from student records to appropriate parties, including law enforcement officials, whose knowledge of the information is needed to protect the health or safety of a student or another individual if there is a significant and articulable threat to the health or safety of a student or other individual, considering the totality of the circumstances.

Law enforcement officials seeking access to records under the health and safety emergency exception should contact the student's school principal and must present sufficient information for the principal to make the determination that a health and safety emergency, within the requirements of FERPA, exists.

H. Conclusion

This agreement represents mutually agreed goals and objectives of the Warner Robins Police Department, Perry Police Department, and Houston County Sheriff's Office with the Houston County Board of Education.

This endeavor is a partnership between education and law enforcement to support a collaborative, problem-solving approach to ensure a safe and secure educational environment and effective/timely coordination and communication of information, which effects the operation of all parties.

This Memorandum of Understanding will remain in force until such time as either party withdraws from the agreement by delivering a written notification of such rescission to the other party. It shall be reviewed annually and amended as

necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity, which is not a party hereto.

School Resource Officer Program
Memorandum of Understanding
Between
Warner Robins Police Department
And
Houston County Board of Education

This Memorandum of Understanding (MOU) is entered into on this 29th of July, 2019 between the Houston County Board of Education and the Warner Robins Police Department. The Houston County Board of Education and the Warner Robins Police Department mutually agree as follows:

1. Warner Robins Police Department will provide 2 School Resource Officers to carry out specific duties as outlined in the attached policy, procedures, duties, and responsibilities.
2. Houston County Board of Education will pay \$75,794.59 per officer, with a total cost of \$151,589.18. The school district will pay the cost in one installment of \$151,589.18.
3. This MOU will remain in effect from July, 2019 to June, 2020.
4. The attachment is incorporated by reference and is a part of this MOU.

City of Warner Robins, GA

Randy Tomz
(Mayor)

Houston County Board of Education

Shel Scott
(Superintendent)

Warner Robins Police Department

John F. Wagner, Jr.
(Chief of Police)

APPROVED AS TO
FORM AND CONTENT
[Signature]
CITY ATTORNEY

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employees are recommended for promotion by their respective departments,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT RESOLVED that these promotions be approved as follows:

-1-

Erwin Ware, promoted from Equipment Operator (Gas), Job Class #911, Grade 12, Utility Department, to Cathodic Protection Lead, Job Class #904, Grade 15, Utility Department, to be effective September 9, 2019.

-2-

Rashad Johnson, promoted from Public Works Maintenance Worker II, Job Class #453, Grade 9, Public Works Department, to Public Works Maintenance Worker III, Job Class #454, Grade 11, Public Works Department, to be effective September 9, 2019.

-3-

Austin Strange, promoted from Equipment Operator (Water), Job Class #913, Grade 10, Utility Department, to Recreation Specialist, Job Class #731, Grade 16, Recreation Department, to be effective September 9, 2019.

This 4 day of September, 2019

By: Randy Toms
Randy Toms, Mayor

ATTEST:

Mandy Stella
Mandy Stella, Interim City Clerk