



PUBLIC SAFETY COMMITTEE MEETING

MONDAY, AUGUST 7, 2023 | 6 PM

2nd Committee Meeting

The Committee will meet in Mauldin City Hall at 5 East Butler Road in the Council Chambers at 6 p.m.

The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.

A quorum of Council will be present.

**PUBLIC SAFETY COMMITTEE MEETING
AUGUST 7, 2023
CITY HALL - COUNCIL CHAMBERS
5 E. BUTLER ROAD**

Committee Members: Carol King (Chair), Frank Allgood, and Jason Kraeling

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|---|------------------------|
| 1. <u>Call to Order</u> | Chairperson Carol King |
| 2. <u>Public Comment</u> | Chairperson Carol King |
| 3. <u>Reading and Approval of Minutes</u> | Chairperson Carol King |
| a. Public Safety Committee Meeting: July 3, 2023
[Pages 3-4] | Chairperson Carol King |
| 4. <u>Reports or Communications from City Officers</u> | Chairperson Carol King |
| a. Fire Chief Brian Mchone | |
| 1. Fire Department Headquarters | |
| b. Administrative Judge/ Clerk of Court Donna DeRado | |
| c. Police Chief George Miller | |
| 5. <u>Unfinished Business</u> | Chairperson Carol King |
| There is no unfinished business. | |
| 6. <u>New Business</u> | Chairperson Carol King |
| a. Fire Department HQ Owner Items [Page 5] | |
| b. SRO Memorandum of Understanding with Greenville
County [Pages 6-13] | |
| 7. <u>Public Comment</u> | Chairperson Carol King |
| 8. <u>Committee Concerns</u> | Chairperson Carol King |
| 9. <u>Adjournment</u> | Chairperson Carol King |

MINUTES
PUBLIC SAFETY COMMITTEE MEETING JULY 3, 2023
CITY HALL - COUNCIL CHAMBERS 5 E. BUTLER ROAD
3rd committee meeting

Committee Members present: Carol King (Chair), Frank Allgood, and Jason Kraeling

Others present: Fire Chief Brian McHone, Administrative Judge/ Clerk of Court Donna DeRado, Police Chief George Miller, and City Administrator Seth Duncan.

1. Call to Order- Chairwoman King

2. Public Comment- None

3. Reading and Approval of Minutes

a. Public Safety Committee Meeting: June 5, 2023

Motion: Councilman Allgood made a motion to approve the minutes with Councilman Kraeling seconding.

Vote: The vote was unanimous (3-0).

4. Reports or Communications from City Officers

a. Fire Chief Brian McHone

i. Budget Review

Fire Chief McHone reported the new station should be completed in either August or September. The flooring is being put in now. He will reach out to Council Members soon on touring the station.

b. Administrative Judge/ Clerk of Court Donna DeRado

i. Budget Review

Ms. DeRado reported the online court payment system is now up and running. The department's website information has been updated.

The language in the jury summons paperwork has been changed to be clearer.

c. Police Chief George Miller

i. Budget Review

9 kids graduated from the Youth Academy this summer.

Chief Miller thanked the police department officers, fire department, EMS, Sheriff's Office, and Seth Duncan for their help during the suspicious package scene response.

Chairwoman King commended Captain Hodrea for his work at incident command. She also recognized Mr. Duncan for his presence at the scene. Chairwoman King thanked Lauren Carter as well for the quick press release to let people know what was going on.

5. Unfinished Business- There is no unfinished business.

6. New Business

a. Indigent Defense Contract- The 13th Circuit Public Defender's Office will defend indigent persons for City level charges. This contract will be for one year. The \$10,000 expense is budgeted.

Motion: Councilman Kraeling made a motion to send this item to Council with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

b. Golden Strip Career Center SRO Grant Agreement- The Mauldin Police Department applied for a grant from the State of South Carolina and was awarded the grant. The grant is 100% paid by the state for one (1) additional School Resource Officer to be permanently placed in the Golden Strip Career Center. The grant covers the current officers and adds this position at the Career Center.

Motion: Councilman Kraeling made a motion to send this item to Council with Councilman Allgood seconding.

Vote: The vote was unanimous (3-0).

7. Public Comment- None

8. Committee Concerns- None

9. Adjournment- Chairwoman King adjourned the meeting at 6:49 p.m.

Respectfully Submitted,
Cindy Miller
Municipal Clerk

PUBLIC SAFETY COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: August 7, 2023

AGENDA ITEM: 6a

TO: Public Safety Committee

FROM: Chief Brian McHone

SUBJECT: Fire Headquarters Owners Items

REQUEST

To authorize funding sufficient to install keycard access at the new Fire Headquarters, and to authorize funding for the relocation of IT equipment from Station 45 to the new station.

HISTORY/BACKGROUND

The City is in the process of completing a new fire headquarters on W. Butler Road. It was recently discovered that several owners' items were not budgeted for in the construction agreement for the new station and subsequently not incorporated into the FY2024 budget. These items include keycard access for the building and the transfer of IT equipment to the new station. Both of these items will need to be installed prior to staff occupying the new facility.

FISCAL IMPACT

Staff is in the process of updating a year-old quote for keycard access and are awaiting a quote from our IT vendor for the relocation of equipment. It is possible that new hardware will be needed to ensure the facility has full IT functionality. Staff is projecting both owners items to cost between \$60-70k combined. Funding can be supported by the FY2023 Surplus Projection Plan.

RECOMMENDATION

Staff recommends Council authorize the use of Capital Fund fund balance as described in the FY2023 Surplus Projection Plan in the amount of up \$90,000 for the installation of keycard access, IT relocation for the new fire station and any additional owner items.

PUBLIC SAFETY COMMITTEE

AGENDA ITEM SUMMARY

MEETING DATE: August 7, 2023

AGENDA ITEM: 6b

TO: Public Safety Committee

FROM: Chief George Miller

SUBJECT: School Resource Officer Agreement with Greenville County School District

REQUEST

To approve an Agreement for School Resource Officers with Greenville County for the school year of 2023-2024.

HISTORY/BACKGROUND

The City of Mauldin has an agreement with the School District of Greenville County to have two (2) officers in Mauldin High School, one (1) officer in Mauldin Middle School, one (1) officer in Mauldin Elementary School, one (1) officer in Bethel Elementary School and one (1) officer at the Golden Strip Career Center.

ANALYSIS or STAFF FINDINGS

This is a yearly agreement that we sign with the Greenville County School District for our partnership on the School Resource Officer's in schools within the city limits of Mauldin. It provides the responsibilities of the School Resource Officers. It also adds the grant position we just received for the Golden Strip Career Center.

FISCAL IMPACT

There will be no Fiscal Impact.

RECOMMENDATION

Staff recommends we accept the Agreement with The Greenville County School District..

ATTACHMENTS

A copy of the Agreement for School Resource Officers

STATE OF SOUTH CAROLINA) AGREEMENT FOR SCHOOL RESOURCE
OFFICERS)
) AND LAW ENFORCEMENT OFFICERS
COUNTY OF GREENVILLE)

THIS AGREEMENT, made and entered into August 1, 2023, by and between the School District of Greenville County, hereinafter referred to as "School District", and the City of Mauldin, South Carolina, hereinafter referred to as "City".

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976), the School District has requested that the City assign two (2) officers from the Mauldin Police Department, (hereinafter "the MPD"), to serve as School Resource Officers [SRO's] at Mauldin High School, and one (1) officer to serve as an [SRO] at Mauldin Middle School one [1] officer to serve as SRO at Mauldin Elementary School, one [1] officer to serve as SRO at Bethel Elementary School and one [1] officer to serve as SRO at Golden Strip Career Center.

WHEREAS, Mauldin High School, Mauldin Middle School, Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center are located within the Mauldin city limits; and

WHEREAS, pursuant to Section 5-7-12 of the Code of Laws of South Carolina (1976) the Mayor and Council for the City consent to assigning two (2) MPD Officers to Mauldin High School, one (1) officer to Mauldin Middle School, one [1] officer to Mauldin Elementary School, one [1] officer to Bethel Elementary School and one [1] officer to Golden Strip Career Center to serve as SROs pursuant to the terms and conditions set forth in Section I herein.

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and covenants set forth herein, the parties hereto agree as follows:

I. School Resource Officers

1. The MPD will assign two (2) officers to the School District to act as SROs to Mauldin High School, one (1) officer to the School District to act as an SRO to Mauldin Middle School, one [1] officer to the School District to act as an SRO to Mauldin Elementary School, one [1] officer to the School District to act as an SRO at Bethel Elementary School and one [1] officer to the School District to act as SRO at Golden Strip Career Center

(A) The MPD will be responsible for the administration and supervision of the School Resource Officer Program at Mauldin High School, Mauldin Middle School, Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center and will provide to the Superintendent of the School District, or his/her designee, an annual report of calls for services and criminal incidents at the schools in which the SROs are placed. The SROs shall be stationed at his or her assigned school.

(B) The School District shall provide for the benefit of each SRO the following: (i) access to an air-conditioned and properly lighted private office that contains a telephone that may be used for general business purposes, (ii) a location for files and records which can be

properly locked and secured within the office, and (iii) a desk with drawers, an office chair, work table, filing cabinet, and office supplies.

2. **Duties and Responsibilities of the SRO.**

(A) Instructional Duties and Responsibilities: The SRO shall act as instructors for specialized, short-term programs consistent with their role as an SRO whenever requested to do so by the principal of the School to which an SRO is assigned. When conducting public safety classes, the SRO shall act in the capacity of law enforcement officer, teacher and counselor.

(B) Additional Duties and Responsibilities: In addition to the above, except as to any law enforcement action required, each SRO shall: (i) coordinate all of his/her activities and programs with the principal and appropriate staff members and will request and receive permission, advice and guidance prior to enactment; and (ii) develop expertise in presenting various subjects to students, such subjects to include a basic understanding of the law, the role of the law enforcement officer, and his/her duties. The SRO shall encourage individual and small group discussions concerning the class materials with students so as to further establish rapport with the students. A program evaluation form will be distributed by the SRO to all students in attendance and the teacher after each session. The information provided by the students and the teacher on the program evaluation form will be kept on file by the principal and reviewed by the School District and the MPD on an annual basis. The SRO, whenever requested by the principal of the School to which an SRO is assigned, shall attend parent/faculty meetings for purposes of explaining and soliciting support for the School Resource Officer Program. The SRO, whenever requested by the principal of the School to which an SRO is assigned, shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. The SRO shall become familiar with community agencies that offer assistance to youth and their families, including, but not limited to, mental health clinics and drug assistance centers. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to students, parents, faculty and staff of the school. The SRO shall assist the School's principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest. In the event it becomes necessary to conduct formal police interviews with the students, The SRO shall inform the school principal or his/her designee. The SRO shall adhere to the policies of the MPD as well as legal requirements whenever conducting such interviews.

The SRO shall take law enforcement action as required. The SRO shall give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in and/or attend school functions as they relate to the duties of an SRO. The SRO shall maintain detailed and accurate records of their activities on a monthly basis and shall forward such records to their supervisors who, in turn, shall forward copies of such records to the Chief of Police for the MPD. The SRO shall not act as school disciplinarians, as disciplining students is a school responsibility. The SRO shall, however provide reasonable assistance to the school principal in the event of a disciplinary problem that requires such assistance. In the event the school principal is of the belief that a student has violated a law, then, in such event,

the principal shall contact the SRO, or the SRO's supervisor, whenever the SRO is unavailable, to determine whether law enforcement action is appropriate. In the event of an emergency, school personnel shall notify the MPD via the 911 system. In cases of contested expulsions the officer will provide case information and/or testimony on behalf of the Superintendent of the School District, or his/her designee, and shall upon the request of the Superintendent, or his/her designee, testify, unless such testimony is deemed by the MPD as inappropriate or will compromise a criminal investigation.

(C) Co-curricular Activities and School Functions: (i) **School Events outside Greenville County.** Upon request of the principal, or his/her designee, an SRO may attend school events outside Greenville County for purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). (ii) **School Related Events.** Upon request of the principal, his/her designee, or a sponsor group, an SRO may attend any school related event including, but not limited to, carnivals, proms, Grad Night, overnight trips, dances, dramas and sporting events, for purposes of providing security services subject to the jurisdictional limitations imposed by S.C. Code §5-7-12 (1976). Payment for the security services to be provided by the SRO under (i) and (ii) of this paragraph shall be based on an hourly rate as determined by MPD Policy and paid directly to the SRO within thirty (30) days of event. The particular School or sponsor group making the request for security services shall be responsible for all payments related to such request.

3. **Program Goals and Evaluation.** The MPD and the School District shall develop program goals and objectives for the SRO program. Program goals shall be in line with the School District's action plan for a safe school atmosphere. This means that the SRO shall be active law enforcement officials on the School campuses, classroom instructors consistent with their role as an SRO, and resources for teachers, students, and parents. The SRO shall also be active in conferences, counseling, and referrals. Indicators of success shall be developed objectively and independently to measure how well the goals and objectives are obtained. The Chief of Police, for the MPD, shall evaluate the effectiveness of the SRO Program and make an annual report to the School District.
4. **Fees.** The School District shall pay to the City the total annual sum of One Hundred Twenty Thousand and 00/100's Dollars (\$120,000.00) for the three officers assigned to the schools being Mauldin Middle School and Mauldin High School, for the law enforcement services provided pursuant to Section I of this Agreement. The salaries, fringe benefit costs and equipment costs of the SRO's at Mauldin Elementary School, Bethel Elementary School, and Golden Strip Career Center will be funded by a South Carolina Department of Public Safety [SCDPS] grant paid directly to MPD by SCDPS. The amounts owed by the School District, hereunder, shall be paid by the School District to the City of Mauldin, in arrears, in monthly installments. The City will submit monthly invoices to the School District within thirty (30) days after the close of each calendar month for the law enforcement services provided during the preceding month. Payment on the invoices shall be due within thirty (30) days of the date on the invoice. If payment is not received in accordance with the terms of this Agreement, the City, in addition to any other rights the City may have, shall have the right, without notice, to suspend all services provided pursuant to this Agreement, or City may immediately terminate this Agreement. The School District shall be responsible to the City of Mauldin for payment of all law enforcement services provided pursuant to the terms of this Agreement prior to the date of termination.

5. **Employment Status of The SRO.** SROs shall at all times remain employees of the MPD, and under no circumstances shall the SROs be considered employees of the School District. SROs are law enforcement officers who shall uphold the law, be under the direct supervision and control of the MPD, and remain responsible to the chain of command of the MPD.

6. **Appointment of The SRO.** In the event that the principal of the School to which an SRO is assigned believes that a particular SRO is not effectively performing his or her duties and responsibilities, the principal shall state in writing the reasons for such belief to the Superintendent of the School District. The Superintendent of the School District, within a reasonable time after receiving the complaint from the principal, shall inform the MPD Chief of Police, or his/her designee, of the principal 's concerns. Should the Chief of Police so desire, the Superintendent and the Chief of Police, or their designees, shall meet with the particular SRO for purposes of mediating or resolving the matter. If, within a reasonable amount of time after commencement of mediation, the problem cannot be resolved, or should the Chief of Police not seek mediation, then the particular SRO shall be reassigned and a replacement obtained. Additionally, the Chief of Police reserves the right to dismiss or reassign an SRO at his/her sole discretion. In the event of a resignation, dismissal, or reassignment of an SRO, or in the event of absences by an SRO, the Chief of Police may provide a temporary replacement for the SRO within (30) school days of receiving notice of such resignation, absence, dismissal, or reassignment. In the event an SRO is away from his/her assigned School due to illness, vacation, or subpoena, the School shall notify the MPD for routine and emergency calls.

II. **GENERAL PROVISIONS:**

- (A) The term of this agreement is through the conclusion of the 2022-2023 school year and is renewable annually based upon written consent of both parties.
- (B) The City will possess at all times during the life of this agreement automobile insurance, general liability insurance and workers compensation insurance. This insurance coverage shall not be less than \$300,000 per occurrence and \$600,000 in the aggregate. The School District may require the City to provide a certificate of insurance naming the School District as an additional insured at any time during the life of this agreement. The aforementioned policies should be issued by an "A" rated carrier licensed to do business in the State of South Carolina and satisfactory to the School District.
- (C) Except as otherwise specifically provided herein, this agreement may not be amended modified or expanded except by written agreement of all the parties hereto. This agreement supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, among any of the parties with respect to the subject matter hereof. No party may assign any right or obligation under this agreement without the other parties' prior written consent. Any waiver by either party of any breach or any term or condition hereof shall be effective only if in writing and such writing shall not be deemed to be a waiver of any subsequent or other breach, term or condition to this agreement. The illegality, invalidity, or unenforceability of any provision of this agreement shall not render illegal, invalid or unenforceable any other provision hereof. This agreement shall be governed by and construed in accordance with the law of the State of South Carolina.

(D) **Good Faith.** The School District, the City, the MPD, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the School District and the Chief of Police, or their designees.

(D) (E) **Notices.** All notices made pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

Greenville School District

Attn: Superintendent
301 E. Camperdown Way
Greenville, SC 29601

City of Mauldin

Attn: City Administrator
P.O. Box 249
Mauldin, SC 29662

Mauldin Police Department

Attn: Chief of Police
P.O. Box 249
Mauldin, SC 29662

Either party may change the person and/or address to which notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

(E) **Term and Termination.** Without cause, either party hereto may terminate this Agreement upon ninety (90) calendar days prior written *notice* to the other party hereto. For cause, either party may terminate this Agreement effective immediately upon giving written notice of termination for cause. "For cause" shall include (i) any material violation of this Agreement or (ii) any act exposing the other party to liability for any loss, claim, damage or expense that *is* not covered pursuant to the South Carolina Tort Claims Act or similar insurance protection.

(F) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

(G) **Nonwaiver.** The waiver by School District or City of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of such breach.

(H) **Entire Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties relating to the matters herein; and this Agreement may be amended only by a writing signed by all parties hereto.

(I) **Severability.** If any part or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

(J) **Relationship of the Parties.** The Parties shall at all times act as independent contractors, and the relationship between the parties shall not be deemed to be that of an employer/employee, joint venture, partnership, or agent/principal.

(K) **Applicable Law.** The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(L) **Successors and Assigns.** The rights and obligations herein shall inure to and be binding upon the successors and assigns of the parties hereto.

(M) **School Records.** To the extent that the City has access to records in furtherance of the obligations contained in this Agreement, that access and use of records, including student records, shall be in compliance with applicable state and federal law, including, but not limited to, the Family Educational Rights and Privacy Act.

ON BEHALF OF THE PARTIES HERETO, the duly authorized representatives of the parties have executed this Agreement on the date first herein above written.

By: _____
George Miller, Police Chief

By: _____
Terry Merritt, Mayor

By: _____
W. Burke Royster, Ph.D.
Superintendent, Greenville County Schools