

STATE OF NORTH CAROLINA

CITY OF HIGH POINT

CONTRACT – SRO Program

THIS CONTRACT, entered into this 17 day of July, 2019, by and between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, with a principal place of business located at 211 South Hamilton Street, High Point North Carolina, hereinafter referred to as ("City"); and **THE BOARD OF EDUCATION OF GUILFORD COUNTY**, is a North Carolina body corporate in the State of North Carolina, with a principal place of business located at 712 North Eugene Street, Greensboro, North Carolina, hereinafter referred to as ("Board");

WITNESSETH:

THAT WHEREAS, the Board desires special law enforcement services to be rendered by the City of HIGH POINT, namely the providing of School Safety Resource Officers (SROs) and

WHEREAS, the City of HIGH POINT has agreed to provide such special law enforcement services to the Board upon certain terms and conditions provided hereinafter; and

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers any unit of local government to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the authority of the General Statutes of the State of North Carolina, and the acts and things done and performed, and to be done and performed by the parties hereto, one with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF THE CITY

1.01 The City shall provide eight (8) sworn police officers to be assigned to specific middle/high schools as School Safety Resource Officers (SROs) by the Chief of Police. The selection of the individual officers shall be at the discretion of the Chief of Police. During the term of this agreement, the primary duty and responsibility of the SROs shall be to the schools. The SROs are expected to be on duty at school on regular school

days, summer school days, and available for special assignments during the weeks when school is not in session. SRO assignments may be adjusted based on needs identified by the Chief of Police or the Police Department's SRO Supervising Officer upon consultation with the Board's Administrator for School Safety. The normal duty hours for SROs at their school(s) are 8:00 a.m. to 4:00 p.m. Changes to these hours can be made by agreement with the Program Administrators for School Safety, the principal of the school, and the Chief of Police or the Police Department's SRO Supervising Officer.

- 1.02 It is understood that, in the event of Police Department emergencies, the School Safety Resource Officers may be required, for short periods of time, to attend such emergencies in lieu of their duties under this Contract. In the event that such a need arises, the Chief of Police or his designee may notify the Board's Program Administrator for School Safety as soon as practical. For purposes of this Contract, "emergency" is defined as an event that involves an imminent threat of death or serious bodily injury or a threat to the wellbeing and safety of the citizens of High Point which requires immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety.
- 1.03 It is understood that the School Safety Resource Officers are employees of the High Point Police Department and will be subject to the vacation and holiday schedule of the department. In the event an SRO is absent from work, the SRO shall notify both their police department supervisor and the principal of the school to which the SRO is assigned. It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from or out of their assignment as an SRO shall be considered as hours worked under this Contract.
- 1.04 The City shall ensure that the exercise of any law enforcement powers by the SROs is in compliance with the authority granted by law and that they receive basic and in-service training necessary to properly maintain their law enforcement certification.

- 1.05 SROs shall coordinate and communicate with the principal or his or her designee as necessary to effectively perform their duties.
- 1.06 The City agrees to provide each SRO with the necessary law enforcement supplies and forms required in the performance of their duties.

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE BOARD

- 2.01 The Superintendent of the Board has designated the Board's Program Administrator for School Safety as the person to work with, coordinate activities of, and otherwise communicate with the School Safety Resource Coordinator and the City on behalf of the Board.
- 2.02 For the fiscal year covered by this agreement (FY 2019-2020), the Board shall pay to the City the amount needed to pay eleven months of the actual salaries and benefits for the eight SROs as set out in the attached cost sheet incorporated herein by reference.
- 2.03 The Board shall also pay to the City the amounts set out below to cover vehicle maintenance costs, and half of the funds necessary to cover training costs and replacement over a two-year period of three law enforcement vehicles.
 - TRAINING: \$500.00 per officer
 - VEHICLE MAINTENANCE: \$1,500.00 per officer
 - VEHICLE: \$20,250.00 total
- 2.04 The Board shall make biannual (twice a year) payments to the City to cover the costs set out in 2.02 and 2.03 above. Invoices shall be sent to the Board in January and June and Board shall have thirty (30) days from the invoice date to make payment. Payments to the City should be sent to the City of High Point Finance Department.

- 2.06 The Board through its principals or their designees shall provide and maintain, to the extent resources are available, office space, furniture and/or telephone to SROs through the duration of this contract.

SECTION 3. SCHOOL RESOURCE OFFICER PROGRAM

- 3.01 The general outline of the Program shall be as provided in the separately executed "School Resource Officer Program Memorandum of Understanding (MOU)" which is incorporated herein by reference. In the event of any conflict between any provision of this contract and the School Resource Officer Program MOU, the terms of the MOU shall prevail except that this contract shall prevail only with respect to the issue of payment for SRO services.
- 3.02 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations. If some information in a student's cumulative record is needed in an emergency situation to protect the health and/or safety of the student or other individuals, school officials may disclose to the SRO the information that is needed to respond to the emergency situation based on the seriousness of the threat to someone's health and/or safety. This disclosure is based upon the immediacy of the need and the impact of the delay in obtaining said information from other sources. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon a signed notarized consent of a parent or guardian, the issuance of a search warrant or a subpoena to produce the records.

SECTION 4. TERM OF AGREEMENT

- 4.01 This Agreement shall be made for a one-year period beginning on the date of signature, and ending on June 30, 2020, with the intent to renew the Agreement, contingent upon

the availability of the necessary funding through the appropriation of state and/or local funding or designated grants for SROs, for successive terms beginning on July 1.

- 4.02 Upon expiration, this Agreement shall continue from year to year without re-execution subject to the amount budgeted by the Board each year and the right of either party to terminate as set out below.

SECTION 5. TERMINATION

- 5.01 Either party may terminate this Agreement by serving written notice upon the other party at least thirty (30) days in advance of such termination.

SECTION 6. INVALID PROVISION

- 6.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion, which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed.
- 6.02 Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may, by notice in writing, terminate this Agreement forthwith, subject to the provisions of this Agreement relating to termination.

SECTION 7. ASSIGNMENT

- 7.01 Neither party to this Agreement shall, directly or indirectly, assign or propose to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

SECTION 8. NO WAIVER

8.01 The failure of either party to enforce at any time any of the provisions, rights or elections shall not in any way affect the validity of this Agreement. The failure to exercise by either part any of its rights herein or any of its elections under the terms and conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

SECTION 9. COMPLETE AGREEMENT

9.01 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior agreements or understandings of the parties, whether written or oral, concerning the specific subject matter hereof.

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

ATTEST:

BY:


Lisa B. Vierling, City Clerk



BY:

CITY OF HIGH POINT


Greg Demko, City Manager

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

 6-25-19
Bobby Fitzjohn, City Finance Director

Approved as to Form:


JoAnne L. Carlyle
City Attorney

Approved as to Content:


Chief of Police, City of High Point

THE BOARD OF EDUCATION OF GUILFORD
COUNTY

ATTEST:

By: _____

Clerk to the Board

This instrument has been preaudited in the
Manner required by the School Budget and
Fiscal Control Act.

Approved as to Form:

Guilford County Board of Education
Chief Financial Officer

Attorney for Guilford County
Board of Education

City of High Point

**High Point Police Department
School Resource Officer Contract**

COST SHEET FOR FISCAL YEAR 2019-2020

Eleven Months of Salary and Benefits for 8 Police Officers	\$	495,990.00
Vehicle Maintenance: \$1,500.00 per officer	\$	12,000.00
Half of Vehicle Replacement costs (3 vehicles over 2 years)	\$	20,250.00
Training: \$500.00 per officer	\$	4,000.00
 TOTAL	 \$	 532,240.00