

1D21-0481
178-21

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT WITH THE GUILFORD COUNTY BOARD OF EDUCATION FOR THE SCHOOL SAFETY RESOURCE OFFICER PROGRAM

WHEREAS, the Guilford County Board of Education desires assistance of the City (Greensboro Police Department) in providing School Safety Resource Officers for additional police services to create safe and crime free educational campuses;

WHEREAS, there is a need to maintain the School Safety Resource Officer Program (SRO) jointly operated by the Greensboro Police Department and the Guilford County Board of Education in select public schools;

WHEREAS, the City and the Guilford County Board of Education believe that the continued operation of the SRO program is vital in protecting and safeguarding these campuses;

WHEREAS, the total estimated annual cost of providing 17 SROs to the Guilford County Schools for the total school year 2020-2021 is \$1,547,736. Due to the pandemic and school closings, the parties agree that Guilford County Schools will pay the City \$580,401 and the City will absorb the remaining \$193,467;

WHEREAS, The Guilford County Board of Education shall reimburse the City a prorated amount of \$580,401 for the salaries and equipment of the officers assigned to the program for the period of February 1, 2021 through June 30, 2021;

WHEREAS, under this contract, the City agrees that the services rendered by the assigned personnel of the Greensboro Police Department under this agreement to provide seventeen (17) officers to baseline police services;

WHEREAS, The Greensboro Police Department and the Guilford County Board of Education shall continue to work together to ensure the successful protection of those educational campuses;

WHEREAS, the Greensboro Police Department would like to enter into a contract with the Guilford County Board of Education for School Safety Resource Officers; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, OF THE CITY OF GREENSBORO:

That the Greensboro Police Department is hereby authorized to execute a contract with the Guilford County Board of Education for the School Safety Resource Officer program in Greensboro, NC for payment of \$580,401, to be funded with Guilford County Board of Education funds.

THE FOREGOING RESOLUTION WAS ADOPTED
BY THE CITY COUNCIL OF THE CITY OF
GREENSBORO ON THE 15th DAY
OF JUNE, 2021

APPROVED AS TO FORM


CITY CLERK


CITY ATTORNEY

STATE OF NORTH CAROLINA
CITY OF GREENSBORO

CONTRACT-SRO Program

THIS AGREEMENT, made this 1st day of July 2001, by and between the CITY OF GREENSBORO, hereinafter referred to as "City"; and the GUILFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as "Board";

WITNESSETH:

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

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

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, and with the other, the parties mutually agree as follows:

SECTION 1. DUTIES AND RESPONSIBILITIES OF CITY

1.01 The City shall provide eleven (11) sworn police officers to be assigned to specific middle/high schools 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, there shall be eleven (11) police officers assigned to the Board as School Safety Resource Officers. The primary duty and responsibility of the SROs shall be to the schools. Specific SRO duty hours at particular schools may be set by the Board's Program Administrator for School Safety, the principal of the school to which the officer is assigned and the Chief of Police or supervisor in charge of the SRO program. 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 to such emergencies in lieu of his/her duties under this Agreement. In the event that such a need arises, the Chief of Police or his designee will notify the Board's Program Administrator for School Safety as soon as possible. For purposes of this agreement, "emergency" is defined as an event which involves an

imminent threat of death or serious bodily injury and required immediate action. The emergency assignment shall be completed in a timely manner so as not to create unnecessary jeopardy to school safety. It is further understood that the School Safety Resource Officers are employees of the Greensboro 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 the Chief of Police or his designee and the principal of the school to which he/she is assigned. SROs shall coordinate and communicate with the principal or his/her designee as necessary to effectively perform their duties. It is understood and agreed that time spent by SROs attending court for juvenile and/or criminal cases arising from and/or out of their assignment as an SRO shall be considered as hours worked under this agreement.

- 1.02 The City shall ensure that the exercise of any law enforcement powers by the School Safety Resource Officers is in compliance with the authority granted by law and that they receive basic and in-service training and/or temporary duty assignments as necessary to properly maintain their certification and skills.
- 1.03 The City will assume maintenance charges for the eleven (11) vehicles for the duration of this contract which will be reimbursed by the Board.
- 1.04 The City will provide appropriate vehicle insurance coverage for the eleven (11) vehicles; which will be reimbursed by the Board.
- 1.05 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 BOARD

- 2.01 The Board will be responsible for negotiating and contracting separately with the County of Guilford and the City of High Point for the services of at least seventeen (17) SRO officers to be assigned to middle/high schools located within their jurisdictions.
- 2.02 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.

2.03 The Board shall pay to the City all actual expenditures on a quarterly basis, which represent the funds needed to pay salaries and benefits for eleven (11) SROs and other miscellaneous expenses necessary to support the SROs.

In the event of the renewal of this Agreement, the sum to be paid by the Board to the City shall be increased annually by an amount representative of any increase in the cost of said SRO's salaries, benefits and miscellaneous expenses. Any increase pursuant to this paragraph must be approved by the Board or Superintendent prior to its taking effect and evidenced by letter from him.

The City shall provide the Board with an annual cost report by April 1, of each year, identifying all expenditures relating to this contract.

The City shall designate such annual cost to be paid by the Board in a cost sheet provided by the City to the Board by April 1 of each year which shall be applicable to the contract or to any renewal of the contract for services for the fiscal year beginning July 1 of each such applicable year; said cost sheet shall identify the specific expenditures relating to this contract and the SRO Program (excluding the School Safety Resource Coordinator).

2.04 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.

2.05 The Board shall provide funds to the City for Fiscal Year 2001-2002 to cover the cost of one (1) vehicle to replace a vehicle currently used by the School Resource Officers in the completion of their law enforcement duties. Payment shall include the cost of a vehicle with complete accessories, highway user taxes and license fees.

2.06 The normal useful life of a law enforcement vehicle is five years, 100,000 miles or excessive repair costs. If this agreement is terminated in less than five years, the City may retain possession of the assigned SRO vehicles for the Police Department upon reaching a mutually agreed upon settlement for the value of the vehicles.

- 2.07 In the event a vehicle is damaged or no longer operable, any insurance or other liability proceeds shall revert to the Guilford County Schools and the Board will be responsible for providing funds to acquire a replacement vehicle.
- 2.08 When any vehicle purchased under this agreement is disposed of or surplused, all proceeds from the sale shall revert to the Guilford County Schools.
- 2.09 When any vehicle purchased under this agreement is disposed of or surplused, all law enforcement accessories such as lights, sirens, radios, etc., shall remain the property of the City to be placed on any replacement vehicle or otherwise disposed of in accordance with law. In the event that vehicles must be replaced in future years, the numbers and costs of the vehicles to be replaced shall be provided in a cost sheet and mutually agreed upon for purposes of budget presentation.

SECTION 3. SCHOOL RESOURCE OFFICER PROGRAM

- 3.01 The general outline of the Program shall be as provided in the attached addendum entitled "Guilford County Schools-School Resource Officer Program," which is incorporated herein by reference.
- 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. INDEMNIFICATION

4.01 The Board shall indemnify and save harmless the City for any liability whatsoever arising out of the negligence of the Board's employees or agents arising from the operation and implementation of the School Safety Resource Officer Program to the extent allowed by law.

4.02 The City shall indemnify and save harmless the Board for any liability whatsoever arising out of the negligence of the City's employees or agents arising from the operation and implementation of the School Safety Resource Officer Program to the extent allowed by law.

4.03 Nothing in this Agreement shall be construed to affect in any way the City's or the Board's rights, privileges, and immunities or defenses, which may exist by statute or common law with regard to any claim, action or cause of action by or on behalf of any third person.

SECTION 5. TERM OF AGREEMENT

5.01 This Agreement shall be made for one-year period beginning July 1, 2001, and ending on June 30, 2002, 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 one-year terms beginning on July 1. The same terms and conditions shall continue during any renewal period(s) except for the increased costs to the Board, as described in Section 2.0.3 and the purchase costs of vehicles covered in Section 2.95 herein.

5.02 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 6. TERMINATION

6.01 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 7. INVALID PROVISION

7.01 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.

7.02 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 8. ASSIGNMENT

8.01 Neither party to the 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 9. NO WAIVER

9.01 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 party any of its rights herein or any of its elections under the terms or 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 10. COMPLETE AGREEMENT

10.1 This Agreement is the complete Agreement of the parties; may be amended or modified only in writing; and supercedes, 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 the year first above written.

ADDENDUM TO CONTRACT
February 1, 2021 through June 30, 2021

It is hereby agreed by and between the **GUILFORD COUNTY BOARD OF EDUCATION** located in Guilford County, North Carolina (hereinafter referred to as "*Board*") and the **CITY OF GREENSBORO** (hereinafter referred to as "*City*") that the Board does amend the School Safety Resource Officer (SRO) Program contract between the parties dated July 1, 2001 by this Addendum, effective for February 1, 2021 until June 30, 2021.

- "The City shall provide 17 (seventeen) sworn officers to be assigned to specific middle/high schools by the Chief of Police. The selection of the individual officers shall be at the discretion of the Chief of Police. For the period of February 1, 2021 through June 30, 2021, there shall be 17 (seventeen) officers assigned to the Board by the Chief as School Safety Resource Officers."
- "The City will provide appropriate vehicle liability coverage for the 17 (seventeen) vehicles and such insurance costs will be reimbursed by the Board."
- "The Board shall pay to the City a portion of all actual expenditures on a quarterly basis, which represent the funds needed to pay salaries and benefits for 17 (seventeen) SRO's and other maintenance and operations expenses necessary to support the SROs."
- The total estimated annual cost of providing 17 SROs to the Guilford County Schools for the total school year 2020-2021 is \$1,547,736. Due to the pandemic and school closings, the parties agree that Guilford County Schools will pay the City \$580,400.93 and the City will absorb the remaining \$193,466.98. Payments will be made per the quarterly cost statements provided by the City for the 17 sworn officers to serve as SROs for February 1, 2021 through June 30, 2021.

This agreement is governed by the terms and conditions agreed to by the parties in a Memorandum of Understanding (the "MOU") dated 2018 and all subsequent modifications or amendments thereto, which is incorporated herein by reference. To the extent that the terms are not inconsistent with the MOU, the terms and conditions contained in the Contract between the parties dated July 1, 2001 shall govern any remaining terms.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Addendum, as of the date indicated in the first paragraph of this Addendum.

<p>Greensboro Police Dept. School Resource Officer Costing Statement FY 2020-2021</p>
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Cost Category	# Officers		11 Months Estimated Costs
Salaries/Benefits	17	\$	1,297,800
Law Enforcement Liability Insurance	17	\$	7,537
Body Worn Cameras, Accessories & Data	17	\$	8,166
Vehicle Leases	17	\$	150,769
Uniforms (TOE)	17	\$	9,942
Cell Phones	17	\$	8,284
Radios- Car & Walkie	17	\$	34,782
Training	11	\$	9,149
Fuel	17	\$	21,307
Totals		\$	1,547,736
 Annual			
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Guilford County School Board to pay	75%	\$	1,160,802
City of Greensboro to pay	25%	\$	386,934
 February 1, 2021 through June 30, 2021			
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Guilford County School Board to pay		\$	580,400.93
City of Greensboro to pay		\$	193,466.98

ATTEST:

CITY OF GREENSBORO

Angela C. Henry
Guilford County Schools
Chief Operations Officer

Nathaniel
City Manager (Asst)

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

Approved as to Legality and Form:

Polly D. Byrne
Assistant / City Attorney
Attest:

Marlene Dwyer
City of Greensboro Finance

Angela R Reed
City Clerk

This instrument has been pre-audited
in the manner required by the School Budget and Fiscal Control Act.

Angela C. Henry
Approved as to Content:

Sharon L Contreras
Guilford County Board of Education

Brian Owen
Chief of Police, City of Greensboro