

## Contract Control Sheet

New Hanover County Schools, 6410 Carolina Beach Road, Wilmington, NC 28412

**Contract Information**

<p><b>SCHOOL/DEPARTMENT</b> <u>Student Support Services</u></p> <p><b>CONTRACT ADMINISTRATOR</b> <u>Glen L. Locklear</u></p> <p><b>PREPARED BY</b> <u>Kim Knowles</u></p> <p><b>PROJECT NAME</b> <u>School Resources Officers</u></p> <p><b>VENDOR NAME</b> <u>NHC Sheriff's Office</u></p> <p><b>VENDOR NUMBER</b> _____</p> <p><b>ADDRESS</b> <u>3950 Juvenile Center Road</u></p> <p><b>CITY, STATE, ZIP</b> <u>Wilmington, NC 28429</u></p>	<p><b>Contract Date</b> <u>6/19/23</u></p> <p><b>Contract Term Dates: From</b> <u>7/1/23</u></p> <p><b>To</b> <u>6/30/24</u></p> <p><b>Original Contract Amount</b> \$ <u>403,326.00</u></p> <p><b>Previous Change Order(s) Amount</b> _____</p> <p><b>Change Order Amount</b> _____</p> <p><b>Total Contract Amount</b> \$ <u>403,326.00</u></p> <p><b>% Change in Contract</b> <u>0%</u></p>
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Indicate Contract version in boxes below with an X, which also confirms applicable insurance has been verified.

- Version 1 or 1A (Short form) - Use when version 2 or 3 not applicable. 1A requires additional on-site monitoring
- Version 2 - for Contractual Services not customarily performed by school personnel and no interaction with students.
- Version 3 - For Contractual Services customarily performed by school personnel with student interaction.
- Non- Standard Contract - Required approval by Board Attorney

List document numbers if applicable:

**Contract #** \_\_\_\_\_

**Change Order #** \_\_\_\_\_

**Requisition #** \_\_\_\_\_

**Munis Budget Code #**

~~20.0069.58500.53110.00000.000.00.730.0~~

**Distribution Amount**

\$403,326.00

10.0039.58500.53110.00000.00.730.0

Notes:

**ROUTING FOR APPROVAL** **APPROVAL SIGNATURE** **DATE**

*Budget Manager*

Glen L. Locklear

6/20/23

*Board Attorney (for Non-Standard Contracts)*

Ashley Sutton

6/21/23

*Finance Officer (CFO) Pre-audit*

*For contracts exceeding \$100,000*

*Assistant Superintendent*

*Approved by Superintendent*

*For contracts exceeding \$300,000*

*Board Approval Date*

*Signature of Board Chair*

**For Purchasing Use Only:**

<u>Purchase Order #</u>	<u>Processed By</u>	<u>Date</u>
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# Account Inquiry [New Hanover County Schools, NC - PROD]

Close | Search Browse | Output | Print Display | PDF Save | Excel Word | Email Schedule | Attach

D Detail | M Months | S Sag Find | T Totals | P Project Strings | U User Defined Fields

Account Inquiry [New Hanover County Schools, NC - PROD]

Account

Fund: 10 StatePubSc Acct: 10.0039.58500.53110.00000.000.00.730.0.

Org: 10005A0Y School Saf Acct name: Contracted Services

Object: 53110 Contracted Expense Status: Active

Project:  MultiYr Fund

Account Notes

4 Year Comparison    Current Year    History    4 Year Graph    History Graph

Yr/Per	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	380,413.00	.00	.00	541,704.00
Transfers In	161,291.00	740,413.00	.00	.00
Transfers Out	.00	-382,716.00	.00	.00
Revised Budget	541,704.00	357,697.00	.00	541,704.00
Actual (Memo)	487,230.00	294,318.09	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	45,278.12			
Available	9,195.88	63,378.91	.00	541,704.00
Percent used	98.30	82.28	.00	.00

**STATE OF NORTH CAROLINA  
COUNTY OF NEW HANOVER**

**CONTRACT FOR SCHOOL RESOURCE OFFICER SERVICES**

This Contract for School Resource Officer Service ("Agreement") is made and entered into this July 1, 2023, by and between the New Hanover Board of Education (hereinafter "Board"), the governing body of the New Hanover County Schools (hereinafter "NHCS" or "District"), and the New Hanover County Sheriff, ("Sheriff"), of the New Hanover County Sheriff's Office ("Sheriff's Office") (collectively, the "Parties").

**WITNESSETH:**

WHEREAS, the board desires to have the Sheriff assign sworn law enforcement officers to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHEREAS, the Sheriff is willing to provide sworn law enforcement officers to serve as School Resource Officers within the School System;

WHEREAS, the Board and Sheriff have entered into a separate School Resource Officer Memorandum of Understanding ("MOU"), describing the respective roles and responsibilities of school administrators and law enforcement officers pursuant to the MOU;

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Sheriff do hereby agree as follows:

1. The Sheriff shall provide eleven (**11**) sworn law enforcement officers from the New Hanover County Sheriff's Office to serve as School Resource Officers (SROs) for the 2023-2024 school year.
2. Exact hours will be determined in collaboration with the Parties, and the 11 officers will be assigned to the following schools, targeting the high priority schools with the most coverage:

**High Priority Schools:**

Anderson Elementary  
Carolina Beach Elementary  
Freeman Elementary

Forest Hills Elementary  
Gregory Elementary  
Sunset Park Elementary

**Medium Priority Schools:**

Alderman Elementary  
Bellamy Elementary  
Blair Elementary  
Bradley Creek Elementary  
Castle Hayne Elementary  
Codington Elementary  
College Park Elementary  
Eaton Elementary

Holly Tree Elementary  
Murrayville Elementary  
Pine Valley Elementary  
Snipes Elementary  
Williams Elementary  
Winter Park Elementary  
Wrightsboro Elementary

**Low Priority Schools:**

Masonboro Elementary  
College Road Early  
Childhood Center  
Ogden Elementary

Porters Neck Elementary  
Howe Pre-K Center  
Johnson Pre-K Center  
Wrightsville Beach Elementary

3. During the term of this Agreement, the Board shall pay to the Sheriff's Office no more than a total sum of \$403,326.00 Payment shall be made by the Board in equal amounts on a monthly basis commencing with the effective date of this Agreement and continuing each month thereafter, with each monthly payment to be issued by the Board no later than thirty (30) days after receipt of an invoice from the Sheriff reflecting the amount due.
4. The assignment of and services provided by the School Resource Officers shall be consistent with the terms of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the Sheriff, effective July 1, 2023. The MOU is hereby incorporated in this Agreement by reference and attached as Exhibit A. To the extent the MOU is amended or modified during the term of this Agreement, any such modified terms shall govern. To the extent any terms of this Agreement conflict with terms of the MOU, the MOU shall prevail.
5. It is understood and agreed between the Parties that although it is the intent of both Parties to provide the officers and funding described herein, there may arise circumstances in which one or both Parties are unable to discharge their respective obligations pursuant to the Agreement and MOU. It is understood and agreed between the Parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. To the extent the Board is unable to issue funding as described herein, the Board acknowledges that the Sheriff may decline to provide further SRO services. It is understood by the Board that the services provided by the Sheriff under this Agreement are contingent upon ongoing employment of a sufficient number of officers to meet the needs of the County at large, which includes the needs of the school system pursuant to this Agreement. To the extent the Sheriff is at any time unable to provide SRO services as described in this Agreement and the MOU, the Board shall not be responsible for further payment, and payment made for services not rendered shall be refunded by the Sheriff to the Board.
6. The Sheriff's Office shall pay all federal, state, and FICA taxes, and maintain minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Exhibit B.
7. The Sheriff shall be an independent contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the Sheriff be construed as an employee, agent, or principal of the Board.

8. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be New Hanover County, North Carolina.

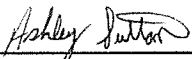
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year indicated below.

NEW HANOVER COUNTY BOARD OF EDUCATION

By: \_\_\_\_\_  
NHCS Board of Education Chairperson

Date: \_\_\_\_\_

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

 \_\_\_\_\_ 6/21/23  
NHCS Chief Finance Officer Date

NEW HANOVER COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_  
Name, Title

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Name Date