

**THE CLEVELAND COUNTY BOARD OF EDUCATION
AND
THE TOWN OF BOILING SPRINGS/BOILING SPRINGS POLICE DEPARTMENT**

CONTRACT FOR SERVICES

This Contract is made, entered into, and intended to take effect this the 12th day of August, 2021 by and between the Cleveland County Board of Education (the "CCBOE") and the Town of Boiling Springs (the "Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor. Contractor agrees to provide services or goods as follows:
 - A. Contractor will supply the services of one (1) sworn law enforcement officer to serve as School Resource Officer for the 2021 through 2024 school year. This officer shall be assigned full-time to provide equitable services to the following schools: Boiling Springs Elementary and Springmore Elementary.
 - B. Contractor shall be responsible for the control and supervision of the SRO who will provide law enforcement services to the above schools and school communities as their primary assignment. The SRO will attempt to prevent criminal offenses committed on school property by:
 - a. Patrolling the school campus;
 - b. Investigating crimes that occur within the school or on some other school property; and
 - c. Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus.
 - C. The term of this Contract starts on August 12, 2021 and runs through June 30, 2024.
 - D. CCBOE and Contractor further agree that the SRO provided by Contractor are not employees of the CCBOE nor are they agents for any purpose in the performance of their duties.
2. Obligations of CCBOE. The CCBOE agrees to pay Contractor a total not to exceed \$204,000 over the term of this Contract. CCBOE will compensate Contractor at the following rates and in the following manner for the services rendered by the SRO:
 - A. The total cost to the CCBOE for the services provided pursuant to this Contract shall not exceed a total of the base salary, benefits, and necessary equipment for one (1) law enforcement officer; however, in no event shall the value of this contract exceed \$204,000 which starts August 12, 2021 and runs through June 30, 2024.
 - B. Payments shall be made by the CCBOE upon receipt of a yearly invoice from Contractor.

C. Should Contractor be unable to or otherwise fail to provide the services specified, Contractor will refund a pro rata share of the payment per officer based on 10-month school year.

3. Project Coordinator. Rodney Borders is designated as the Project Coordinator for the CCBOE. The Project Coordinator shall be the CCBOE's representative in connection with Contractor's performance under this Contract. The CCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
4. Contractor Supervisor. Boiling Springs Police Chief is designated as the Contractor Supervisor for Contractor. The Boiling Springs Police Department has complete discretion in replacing the Contractor Supervisor with another person of its choosing. The Contractor Supervisor is fully authorized to act on behalf of Contractor in connection with this Contract.
5. Termination for Convenience. This Contract may be terminated by either party, without cause, so long as the party wishing to terminate provides the other party with a minimum of ninety (90) days written notice at the address listed immediately below:

CCBOE

Dr. Stephen Fisher
Superintendent
Cleveland County Schools
400 West Marion Street
Shelby, NC 28150

Contractor

Nathan Phillips, Police Chief
P.O. Box 1014
Boiling Springs, NC 28017

If CCBOE wishes to terminate in accordance with this section of the Contract, Contractor shall be paid in an amount, which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated by this Contract.

6. Termination for Default. The CCBOE may terminate this Contract immediately and without prior notice upon breach of this Contract by Contractor. However, CCBOE must provide Contractor with subsequent written notice that it has exercised its right to terminate the Contract within ten (10) calendar days of termination.
7. Contract Funding. It is understood and agreed between the parties that the payment obligation of the Board under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
8. Accounting Procedures. Contractor shall comply with accounting and fiscal management procedures prescribed by the CCBOE to apply to this Contract. Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.

9. Improper Payments. Contractor shall refund to the CCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment by CCBOE was illegal under any applicable law, regulation, or procedure. Contractor shall make such refunds within thirty (30) days after the CCBOE notifies Contractor in writing that a payment has been determined to be illegal.
10. Mutual Indemnification. The CCBOE shall indemnify and hold harmless Contractor, its officers, employees, agents, and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from the CCBOE's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of the CCBOE or its officers, employees, or agents. Contractor shall indemnify and hold harmless the CCBOE or its officers, employees, or agents and assigns from and against all claims, damages, losses, expenses, costs, attorneys' fees and liability to the extent arising out of or resulting from Contractor's performance of its obligations as set forth in this Contract or from the negligence or willful misconduct of Contractor or its officers, employees, or agents.
11. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the CCBOE.
12. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
13. Contract Modifications. This Contract may be amended only by written amendment duly executed by both the CCBOE and Contractor. However, minor modifications may be made by the CCBOE Project Coordinator to take advantage of unforeseen opportunities that: (a) do not change the intent of the Contract or the scope of Contractor's performance; (b) do not increase Contractor's total compensation or method of payment; and (c) either improve the overall quality of the product or service to the CCBOE without increasing the cost, or reduce the total cost quality of the product or service without reducing the quantity or quality. All such minor modifications to the Contract must be recorded in writing and signed by both the Project Coordinator and Contractor, and placed on file with this Contract. No price adjustments will be made unless the procedure has been included in the Contract and a maximum allowable amount stipulated.
14. Taxes and Insurance. Contractor shall pay all federal, state, and FICA taxes, and maintains minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
15. Relationship of the Parties. Contractor is an independent contractor and not an employee of the CCBOE. The conduct and control of the work will lie solely with Contractor. This Contract shall not be construed as establishing a joint venture, partnership, or any principal-

agent relationship for any purpose between Contractor and the CCBOE. Contractor's employees shall remain subject to Contractor's exclusive control and supervision, which is solely responsible for their compensation.

16. Advertising. The Contract will not be used in connection with any advertising by Contractor without prior written approval of the CCBOE.
17. Conflict of Interest. Contractor shall not permit any member of the CCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, either for it or for those with whom it has family or business ties during or at any time within three years after the termination of such person's engagement by the CCBOE. Contractor shall cause this section to be included in all Contracts, subcontracts, and other agreements related to this Contract.
18. Monitoring and Evaluation. Contractor shall cooperate with the CCBOE, or with any other person or agency as directed by the CCBOE, in monitoring, inspecting, auditing, or investigating activities related to this Contract. Contractor shall permit the CCBOE to evaluate all activities conducted under this Contract.
19. Financial Responsibility. Contractor is financially solvent and able to perform under this Contract. If requested by the CCBOE, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the CCBOE's Finance Officer.
20. Mediation. If a dispute arises out of or relates to this Contract, or the breach of this Contract, and if the dispute cannot be settled through negotiation, the parties agree to first try in good faith to settle the dispute via mediation administered by the American Arbitration Association under its Commercial Mediation Rules prior to resorting to litigation.
21. No Third Party Benefits. This Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
22. Confidentiality of Student Information. If, during the course of Contractor's performance of this Contract, Contractor obtains any information pertaining to any student's official school records, Contractor agrees that this Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records under state and federal law and the policies of the CCBOE.

23. Enforceability. This Contract shall not be enforceable unless signed by the Chairman of the CCBOE (or his/her designee) and the Superintendent of Cleveland County Schools.
24. Entire Agreement. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any) any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.
25. Annual Safety Measures. Contractor shall conduct an annual check of all sworn law enforcement officers assigned as School Resource Officers on the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry. Contractor shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
26. Controlling Document in Event of Conflict. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the most recently executed School Resource Officer Memorandum of Understanding (MOU) between the CCBOE and the City of Boiling Springs. In the event of any conflict between this Contract and the MOU, the terms and conditions of MOU shall control.
27. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract, will be determine in Cleveland County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.

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[SIGNATURES ON NEXT PAGE]

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

ADDENDUM A

Minimum Insurance Requirements

1. Worker's Compensation including Occupational Disease and Employer's Liability Insurance. Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws. Employer's Liability - At least

Part A Bodily Injury	Statutory Limits
Part B By Accident	\$500,000 each accident
By Disease	\$500,000 policy limit
	\$500,000 each employee

2. Public liability and Property Damage Insurance - The Contractor shall procure insurance coverage for direct operations, contractual liability and completed operations with limits not less than those stated below:

	Occurrence:
General Aggregate	\$2,000,000
Premises Operations	\$1,000,000
Personal & Advertising Injury	\$1,000,000

3. Law Enforcement Professional Liability in the amount \$2,000,000 combined single limits.

4. Certificates of Insurance acceptable to the School System shall be filed with the School System prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the School System, and that the Cleveland County Board of Education is named as additional insured on general liability.

5. Comparable self-insurance is acceptable in lieu of the preceding requirements.

6. Comply with the Affordable Care Act and accompanying Internal Revenue Service and Treasury Department Regulations.

CLEVELAND COUNTY BOARD OF EDUCATION

By: Robert P. Queen
Chairman, CCBOE

By: [Signature]
Superintendent

Date: 09/14/2021

TOWN OF BOILING SPRINGS/ BOILING SPRINGS POLICE DEPARTMENT

By: [Signature]
Town Manager, Boiling Springs

By: [Signature]
Police Chief, Boiling Springs

Date: 09/27/2021

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

[Signature]
CCBOE Finance Officer

9/22/21
Date

PREVIOUS