

**STATE OF NORTH CAROLINA  
COUNTY OF McDOWELL**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this 22nd day of October 2013 by and between the City of Marion, a North Carolina Municipal Corporation, hereinafter referred to as "the City", and the Board of Education of McDowell County, a body corporate organized under the laws of the State of North Carolina, and hereinafter referred to as "the School Board".

**WITNESSETH**

**WHEREAS**, the City and the School Board both have the power and authority to enter into this agreement and the signatories hereto have been authorized to execute this document on behalf of the Marion City Council and the Board of Education of McDowell County; and

**WHEREAS**, in order to promote safety in public schools in the City, the City and School Board have agreed to submit a grant application to the North Carolina Department of Public Instruction to fund a School Resource Officer (SRO) to serve Marion Elementary School and Eastfield Global Magnet School for a two year period, with the local expense for this position funded on an equal, 50 percent City, 50 percent School Board basis.

**NOW, THEREFORE**, the parties wish to reduce their agreement to writing and agree to the following:

1. The City and School Board shall submit a grant application to the North Carolina Department of Public Instruction to fund an SRO position to serve Marion Elementary School and Eastfield Global Magnet School for a two year period.
2. In the event the grant application is not funded, or is not funded at the full amount of \$28,000 per year for a two year period, this agreement shall become null and void, until such time a grant application is approved by the North Carolina Department of Public Instruction.
3. The City and the School Board agree that the total costs related to salary, benefits, equipment and training for the SRO position shall not exceed \$46,982.88 in the first year and \$42,692.49 in the second year. These costs do not include the cost of providing the SRO with a marked patrol car and the maintenance, gas and oil costs associated with an automobile. In the event that the grant application is approved, the City shall receive the grant proceeds, which are expected to be \$28,000 per year for a two year period. The grant proceeds shall be applied to the total costs, not including automobile costs, and the total costs not covered by the grant proceeds shall be funded equally, 50 percent by the City and 50 percent by the School Board. The City shall provide an automobile for the SRO and pay all costs for said vehicle.

4. The School Board agrees to pay the City on a quarterly basis for its share of local costs, within 30 days after an invoice is received from the City.
5. The SRO shall be an employee of the City. The City shall at all times be responsible for providing supervision, control and direction of work activities and assignments for the SRO. The City shall be responsible for the direct compensation of salary and benefits for the SRO and for providing necessary equipment and training for the SRO, subject to reimbursement by the School Board as stated above. It is expressly understood that the City shall be responsible for any injury to the SRO or City property, while the SRO is on School Board property.
6. This agreement shall terminate at the end of the grant period. It is understood that the SRO position shall not be provided past the end of the grant period, unless this agreement is modified to provide for the extension of the SRO position past the end of the grant period.
7. This Agreement may be modified by mutual, written agreement of both parties.

**IN WITNESS WHEREOF**, the parties have executed this agreement on the day and year first above written.

CITY OF MARION, NORTH CAROLINA

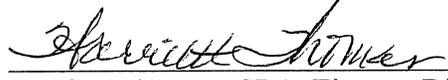
BY:   
Stephen R. Little, Mayor  
(SEAL)

ATTEST:

BY:   
J. Robert Boyette, City Manager/Clerk

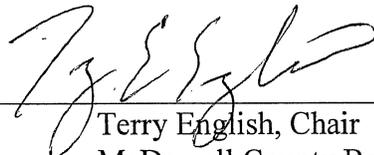
PRE-AUDIT CERTIFICATE

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

  
\_\_\_\_\_  
Harriett Thomas, CPA, Finance Director

10/17/13  
Date

BOARD OF EDUCATION OF MCDOWELL COUNTY, NORTH CAROLINA

BY:   
\_\_\_\_\_  
Terry English, Chair  
McDowell County Board of Education

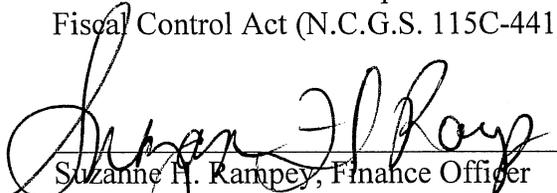
(SEAL)

ATTEST:

BY:   
\_\_\_\_\_  
Mark Garrett, Interim Secretary to the Board of Education

PRE-AUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act (N.C.G.S. 115C-441).

  
\_\_\_\_\_  
Suzanne H. Rampey, Finance Officer

10/22/17  
Date