

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: November 16, 2022

SUBJECT: SRO Reimbursement

PRESENTER: Charles Russell Burrell, County Attorney
Sheriff Lowell Griffin

ATTACHMENT(S): Yes

1. Proposed memorandum of agreement

SUMMARY OF REQUEST:

The Sheriff negotiated with City of Hendersonville personnel and reached the attached agreement regarding school resource officers in the public schools located within the City of Hendersonville.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the Memorandum of Agreement.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the proposed memorandum of agreement attached to this agenda item.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this ____ day of _____, 2022, by and between the following:

- Lowell S. Griffin, Sheriff of Henderson County, North Carolina (“HCSO”)
- The City of Hendersonville, North Carolina (“City”), on behalf of the Hendersonville Police Department
- The County of Henderson, North Carolina (“County”)

The parties wish to memorialize their agreement on the following:

Background Statement

The safety and security of all Henderson County students and faculty is paramount. HCSO and HPD, and the City and the County, are committed to intense cooperation between the law enforcement agencies to ensure that relevant policies, procedures, and operations to critical incidents are and remain focused on saving lives and preventing tragedy.

Items of Agreement

1. The HPD will provide School Resource Officers (“SROs”) for the four public schools located within the City (the “subject schools”).
2. The County will provide the sum of \$250,000.00 toward the cost of the SROs for the subject schools.
3. The normal, day-to-day, functions of the HPD SROs assigned to the subject schools will be supervised under the command and control of the Chief of the HPD.
4. HPD agrees to provide to HCSO with copies of all relevant certifications, training, and qualifications of the HPD SROs.
5. HCSO will coordinate and supervise a “SRO Team” consisting of personnel assigned as SROs from both HCSO and from HPD.
6. The purpose of the SRO Team is to ensure consistent training, coordination, communication, and operations of all SROs in schools located with Henderson County.
7. HCSO is responsible for scheduling training and meetings for the SRO Team.
8. HPD will participate by ensuring that all HPD SROs adhere to the conditions of work as an SRO established by the HCSO SRO Team supervisor.

9. Command and control of critical incidents at public schools will adhere to the following conditions:

a. HCSO and HPD will operate according to the National Incident Management System (NIMS) and will utilize a unified command structure, when applicable.

b. HCSO will be the lead agency in all critical incidents at public schools located in Henderson County outside the City, in which cases the Sheriff, or designee, will be the Incident Commander.

c. HPD will be the lead agency for all critical incidents at the subject schools where the HPD Chief, or designee, will be the Incident Commander.

10. HCSO and HPD will review and revise, as needed, this MOU/MOA annually.

Executed by the parties, effective the date shown above.

LOWELL S. GRIFFIN
Sheriff of Henderson County

CITY OF HENDERSONVILLE

By: _____

COUNTY OF HENDERSON

By: _____