

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), acting through the Office of Genesee County Sheriff, (the "Sheriff"), and **Lake Fenton Community Schools** a Michigan general powers school district, whose principal place of business is located at **11425 Torrey Rd, Fenton, Michigan 48430** "the District" (the County, Sheriff, and **Lake Fenton Community Schools** together being the "Parties").

1. Term

1.1 Initial Term

Contract begins October 1, 2025, and ends June 12, 2026

1.2 Extension Terms

The Parties have the option to extend, but a new contract will be drafted for each year based on current staff and equipment costs.

2. Purpose

This contract is entered into for the purpose of the Sheriff providing one Genesee County Sheriff's deputy who is a certified police officer to act as a School Resource Officer to the Lake Fenton Community Schools District. The School Resource Officers shall be assigned to school buildings as determined by the School Resource Officers in collaboration with the district's designee.

3. Scope of Work

The Sheriff agrees to assign one certified police officer to the **Lake Fenton Community Schools** to provide police and counseling services to students, teachers, administrators, and parents within the school system, as well as assist in the preparation of, and training for, emergency preparedness plans (the "Services"). While on duty, the School Resource Officers shall perform the following duties:

- a. Plan and participate in classroom instruction in specialized programs and on a visiting instructor basis, when requested.
- b. Act as a resource person in law enforcement education at the request of the District, principals, and with the approval of the Sheriff.
- c. Conduct criminal investigations of violations of law on District property, which are initiated by the School Resource Officer or reported by school personnel per

interagency agreement. Additionally, may investigate any juvenile cases involving District students on or off school property.

- d. Work in conjunction with school-based security to maintain peace on District property.
- e. Visit District schools and work with administrators, staff, students, and parents to improve school/police relations regarding security and emergency response.
- f. Act as a resource person to the District on police matters and incidents.
- g. Coordinate emergency medical service at the request of the Principal or his/her designee.
- h. Follow and conform to all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct, that do not conflict with the policies and procedures of the Police Department in non-emergency situations.
- i. The School Resource Officer will not be responsible for general student discipline. The administration of student discipline, including student code of conduct violations, is the responsibility of school administrators. However, the School Resource Officer may assist the Superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school rules to maintain a safe learning environment. When it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, the School Resource Officer will resolve the problem to preserve the school climate.
- J. The School Resource Officer will wear their authorized duty weapons in accordance with the Sheriff's Office policy.

4. Employment of School Resource Officers

The School Resource Officers shall be employees of the Sheriff's Office and shall be subject to its administration, supervision, and control. The Sheriff's Office, in its sole discretion, shall have the power and authority to hire, discharge, and discipline School Resource Officers. The Sheriff's Office retains the right to manage and direct the services provided by the School Resource Officers.

If a School Resource Officer fails to abide by the terms of this MOA, follow the policies and procedures of the District, or perform the School Resource Officer's duties, the Superintendent or designee shall notify the County in writing of the specific problems. If the School Resource Officer fails to remedy the problems within fifteen (15) school days after the date of notification or an agreed

upon date by the Parties, the Superintendent or designee may request the County to assign a new School Resource Officer in accordance with the procedures set forth in Paragraph 5.

5. Selection of School Resource Officer

The Parties acknowledge that the selection of the SRO is a critical aspect of the SRO Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the SRO. The Chief of Police, or their designee, with input from the Superintendent of the District, shall select the SRO. The Chief of Police or their designee will advise the District of the selection and the criteria that were utilized in making the decision. The following factors will be considered, among others, in the selection process:

- a. The officer's desire to work with youth.
- b. The officer's prior experience in law enforcement and youth work.
- c. The officer's interpersonal and communication skills, along with their work records.
- d. The officer's academic background and/or other pertinent training.

6. Training and Certification

The School Resource Officer must be an MCOLES-certified police officer employed by the County and must have and maintain all training and credentials necessary to maintain that status. The School Resource Officer should receive training in the following areas:

- a. Basic School Resource Officer
- b. Advanced School Resource Officer
- c. Single Officer Rapid Deployment.,
- d. Adolescent Mental Health and trauma-informed care
- e. Student privacy protections and laws governing the release of student information
- f. Diversity, Equity, and Inclusion, which may include implicit bias and disproportionality in school-based arrests based on race and disability.

7. Regular Duty Hours of School Resource Officers

- 7.1 The School Resource Officer will be assigned to the District on a full-time basis of eight (8) hours on those days and during those hours that school is in session.
- 7.2 Whenever possible, it is the intent of the parties that the School Resource Officer's service duty hours shall conform to the school day. However, the Parties may mutually agree to adjust the School Resource Officer's hours to attend after-school events, training, investigative work, public speaking events, and any other need related to the services under this MOA. Those hours shall be considered as regular time hours under this MOA upon mutual agreement of the Parties.
- 7.3 It is understood and agreed that time spent by School Resource Officers attending municipal or Circuit Court, Juvenile Court, and/or criminal cases arising from and/or out of employment as a School Resource Officer shall be considered a part of the regular hours worked by the School Resource Officer under this MOA.
- 7.4 In the event the School Resource Officer is absent from work due to unforeseen circumstances, the School Resource Officer shall notify their supervisor in the Sheriff's Office and the contact person designated by the District. The Sheriff's Office will assign another qualified officer, if available, to substitute for the School Resource Officer who is absent, beginning with the sixth consecutive day of absence. If the assigned School Resource Officer is absent for less than six days, no substitute will be assigned.
- 7.5 The School Resource Officer position is a 12-month position running concurrent with the school year calendar. It is preferred that a School Resource Officer take vacation time when students are not in attendance. In the event a School Resource Officer elects to take vacation time when school is in session, the Sheriff's Office will notify the District of the impending absence and will assign another qualified officer to substitute for the School Resource Officer who is absent.
- 7.6 It is understood by the District that the School Resource Officer may be called from the school and perform School Resource Officer duties in order to assist with an active emergency in the County, which shall be at the request of the on-duty Sheriff's Office supervisor. The time spent during such reassignment shall not be considered hours worked under this MOA. In such an event, the compensation paid by the District to the County shall be reduced by the number of hours of School Resource Officer service not provided to the District or the hours shall be made up in a manner determined by mutual agreement of the Parties.

8. Employment and Supervision

School Resource Officers are employees of the County and not employees of the District. This MOA shall not create an employment relationship between the District and the School Resource Officers. The County is responsible for the training, discipline, and dismissal of its personnel. The School Resource Officer is subject to the chain of command of the County and Sheriff's Office. In the performance of their duties, School Resource Officers shall coordinate and communicate with the Principal or designee of the school to which they are assigned.

9. Compensation

- 9.1 Lake Fenton Community Schools agrees to pay the County the actual costs for performing all Services covered by this Contract. The basic cost of such Services is estimated to be, and intended by the parties not to exceed, **\$124,973.00** for the Term described above. (See Exhibit A which is incorporated herein by reference). The basic cost includes all salaries and wages, sick leave, vacations, employee benefits, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, worker's compensation, equipment costs, vehicle costs, and all other indirect costs incurred by the County and the Sheriff in providing the Services. The County reserves the right to demand, and Lake Fenton Community Schools agrees to pay, all actual costs incurred in providing the Services, dollar for dollar, including vehicle fuel costs in excess of the estimated motor pool allowance based on use and the costs of fuel.
- 9.2 The County will provide **Lake Fenton Community Schools** bi-monthly invoices, along with any supporting documentation such as time sheets and receipts for incurred expenses. Actual computation of applicable costs hereunder shall be made by the Genesee County Controller. Payments for such costs shall be made promptly by Lake Fenton Community Schools to the County within thirty (30) days of receipt of the County's invoice and supporting documentation.
- 5.3 In addition to the basic costs designated in subsection 5.1 above, Lake Fenton Community Schools agrees to pay costs for any overtime incurred while providing the services under this Contract.
- 5.4 The County and the Sheriff agree to keep overtime incurred during the period covered by this Contract to a minimum and to report overtime costs, if any, to the District monthly.
- 5.5 If, during the period covered by this Contract, an increase in salary, fringe benefits or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employee or as a result of rate increases, this Contract shall be amended to include the increased cost of providing the services covered by this Contract, and Lake Fenton Community Schools agrees to reimburse the County to the extent of the increased costs.

- 5.6 If, during the period covered by this Contract, an officer who is currently or has been assigned to this Contract retires from, or otherwise leaves, the employment of the Sheriff, Lake Fenton Community Schools agrees that it will be liable for any vacation benefit payout that has accrued while on assignment to the District. Lake Fenton Community Schools will not be liable for any vacation benefit payout accrued during periods of employment while not assigned to the District.

10. Taxes

The County is a Michigan Municipal Corporation. Lake Fenton Community Schools acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

11. Access to Education Records

- 11.1 School officials shall allow School Resource Officers to inspect and copy any public records maintained by the school to the extent allowed by law.
- 11.2 If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the School Resource Officer that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation and the extent to which time is of the essence.
- 11.3 If a school resource officer needs confidential student record information but no emergency situation exists, the information may be released only as allowed by law.

12. Contract Administrator

Captain **Jason Murphy** is the contract administrator for this contract. **Lake Fenton Community Schools** acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract and agrees to provide the Contract Administrator with a copy of all notices related to this Contract.

13. Termination

- 13.1 Any party may terminate this Contract for any reason upon written notice to the other parties of not less than forty-five (45) days prior to the date of such termination. In the event of termination under this sub-paragraph, the District shall be entitled to a refund of any compensation paid for Services that were not rendered. The District shall not be liable to, nor obligated to

pay, for any incidental or consequential damages or lost profits, or costs incurred for Services not actually performed.

13.2 The County may terminate this Contract immediately in the event its costs exceed, or are anticipated to exceed, **\$124,973.00** for the Contract Term and **Lake Fenton Community Schools** declines to pay the County for such additional costs.

13.3 In the event of termination, the County is not liable to Lake Fenton Community Schools for any costs incurred to obtain substitute performance.

14. Nondiscrimination

The Parties covenant that they will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that they will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. The Parties further covenant that they will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.

15. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by Lake Fenton Community Schools to the County, are subject to disclosure under the provisions of MCL §15.231, *et seq.*, known as the "Freedom of Information Act."

16. Liability

Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims.

To the extent permitted by law, the County agrees to indemnify and hold harmless the District, its Board of Education, officers, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the District, its Board of Education, officers, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors

or omissions of the School Resource Officers performing Services pursuant to this MOA.

17. Compliance with Laws

The Parties agree to fully and faithfully carry out the duties as set forth herein using their best efforts in accomplishing all Services under this MOA, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which the Party is subject, the Parties hereby agree to be bound by all Federal, State, or County of Genesee ordinances, rules, regulations and policies, all District policies, administrative guidelines, and procedures, including student handbooks and the student code of conduct as are amended from time to time, and including without limitation the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.

18. Insurance Requirements

Each Party shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

- 18.1 Workers' Compensation Insurance: The Parties shall each procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan
- 18.2 Commercial General Liability Insurance: The District shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (one million dollars) per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- 18.3 The County shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 (two million dollars) for armed School Resource Officer services and not less than \$1,000,000 (one million dollars) for unarmed School Resource Officer services per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E)

Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

19. General Provisions

19.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

19.1.1. The Contract - This Professional Services Contract

19.1.2. Exhibit A -Anticipated Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

19.2 Independent Contractor

Under no circumstances shall any of the employees of one Party be deemed the employees of the other Party for any purpose. Accordingly, the County shall meet all of its obligations and responsibilities for payment of all taxes including Federal, State and Local taxes arising out of the SRO Program, including by way of illustration, Federal and State income tax, FICA, FUTA, Social Security tax, Unemployment Insurance taxes, Workers' Compensation Insurance and any other taxes or business license fees as required. This Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. No tenure or other rights/benefits typically arising out of this employee- employer relationship shall arise out of this Agreement on behalf of the County, its employees, or agents.

19.3 No Assignment

The County may not assign or subcontract this Contract without the express written consent of Lake Fenton Community Schools.

19.4 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

19.5 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

19.6 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

19.7 Governing Law and Dispute Resolution

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing. Any and all disputes between the Parties concerning any alleged breach of this MOA or arising out of or relating to the interpretation of this MOA or the Parties' performance of their respective obligations under this MOA shall be resolved by arbitration. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect and shall be held in Genesee County, Michigan. Each party shall be responsible for its own costs in connection with arbitration, including costs of legal representation. The arbitrator's fees and costs shall be shared equally by the Parties. A judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

19.8 Severability and Survival

If any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

19.9 Interpretation

Each Party has had the opportunity to have this Contract reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

19.10 Remedies

All remedies specified in this Contract are non-exclusive. Each Party reserves the right to seek all remedies available under this Contract and applicable law if the other Party fails to abide by the terms of this Contract.

19.11 Waiver of Breach

No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

COUNTY OF GENESEE

By: _____ Date: _____
Delrico Lloyd Chairperson
Board of County Commissioners

OFFICE OF GENESEE COUNTY SHERIFF

By: _____ Date: _____
Christopher Swanson, Sheriff

Lake Fenton Community Schools

By: _____ Date: _____
Julie Williams Superintendent