

CITY OF MONROE
CITY COUNCIL STRATEGIC PLANNING MEETING
300 WEST CROWELL STREET
MONROE, NORTH CAROLINA 28112
SEPTEMBER 1, 2020 – 4:00 P.M.
AGENDA
www.monroenc.org

1. Police Headquarters and Senior Center Update
2. Resolution Approving Interlocal Agreement for Support of Union County Board of Education's Remote Learning within City of Monroe
3. Open Conversation on Racism Committee Update

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- **Agenda** is tentative and is subject to change up to and including the time of the meeting.
 - At the discretion of City Council, **Agenda Items** listed above that are not discussed at the Strategic Planning Meeting or moved at the request of Council, may be carried forward to the City Council Regular Meeting at 6:00 p.m. to be considered.
 - **Cell Phones/Pagers:** As a courtesy, please turn off cell phones and pagers while Meeting is in progress.



STAFF REPORT

TO: City Council Strategic Planning Meeting

VIA: E. L. Faison, City Manager

DATE: September 1, 2020

FROM: Brian J. Borne, Assistant City Manager

SUBJECT: PD Headquarters and Senior Center Update

SUMMARY STATEMENT

Stewart Cooper Newell Architects is in the process of finalizing construction documents for the Police Headquarters and the Senior Center.

REVIEW

Stewart Cooper Newell Architects is in the process of finalizing the construction documents for the Police Headquarters and Senior Center Renovation and will be presenting the final drawings to Council on Tuesday, September 1, 2020 at the Strategic Planning Meeting.

RECOMMENDATION

No action is needed at this time, for information.

Attachment(s):



STAFF REPORT

TO: City Council

VIA: E.L. Faison, City Manager

DATE: September 1, 2020

FROM: Tonya Edwards, Parks and Recreation Director

PREPARED BY: Tonya Edwards, Parks and Recreation Director

SUBJECT: Interlocal Agreement with Union County Board of Education for Remote Learning Sites

SUMMARY STATEMENT

Council is asked to consider and approve an interlocal agreement with the Union County Board of Education (“UCBOE”) to allow the City to assist UCBOE by providing Remote Learning Sites for students attending schools located within the City.

REVIEW

In March of this year, Union County Public Schools (“UCPS”) suspended all on-site school instruction, due to the Covid-19 pandemic, which continued through the end of the 2019-2020 school year.

Under a decree by the North Carolina Governor, schools across the state were tasked with developing a plan to reopen for the 2020-2021 year which implemented strict social distancing and other guidelines provided by the North Carolina Department of Health and Human Services. The Union County Board of Education made the decision to reopen the schools in our County under “Plan B” which provides for remote and virtual learning for students on some or all days of the week during the 2020-2021 academic year.

On July 28, 2020, Parks and Recreation staff met with Tahira Stalberte, UCPS, Assistant Superintendent for Communications and Community Relations, to discuss how our department could provide assistance and support for our residents in regards to remote learning. The potential lack of internet access and supervised learning opportunities while parents worked were identified as challenges our residents might face. In an effort to provide assistance in these areas, a partnership between our department and UCPS was discussed that could provide Remote Learning Centers at each of our Community Centers.

Parks and Recreation staff along with Ms. Stalberte and the Information Technology Departments of both the City of Monroe and UCPS have worked to plan and implement a program of this nature over the past four weeks. Remote Learning Sites are being offered Monday - Friday from 7:30am – 2:00pm and 5:00pm – 7:00pm at each of our Community Centers. Parks and Recreation Center staff are facilitating these remote learning opportunities by providing WiFi access and a safe and supervised area for completing daily virtual assignments. The Union County Public School system is assisting with registration, marketing to families in Need, and by providing two WiFi hotspots per location to assist with internet capacity.

Both the City of Monroe Parks and Recreation Department and the Union County Public School System are grateful for the opportunity to work together in this endeavor to support our residents during this most trying time.

RECOMMENDATION

Council consider approving the attached resolution allowing the City to enter into an interlocal agreement with the Union County Board of Education for the provision of Remote Learning Sites to serve our residents at the City of Monroe Parks and Recreation Community Centers and authorize the City Manager to execute any and all required documents.

Attachment(s):

Resolution Adopting Interlocal Agreement
For Support of Union County Board of Education's
Remote Learning Within City of Monroe
R-2020-57

**RESOLUTION APPROVING INTERLOCAL AGREEMENT
FOR SUPPORT OF UNION COUNTY BOARD OF EDUCATION'S
REMOTE LEARNING WITHIN CITY OF MONROE
R-2020-57**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of Monroe ("City") is authorized to enter into contracts or agreements with other units of local government to execute any undertaking; and

WHEREAS, the City of Monroe and the Union County Board of Education ("UCBOE") wish to enter into an Interlocal Agreement, specifically a Memorandum of Agreement between the City and the UCBOE, to allow the City to support Union County Public Schools located within the City by providing Remote Learning Sites at each of its Community Centers and to provide recreation center staff to facilitate this learning experience for the students through access to wireless internet services and assistance and oversight as they work in this unique virtual learning environment, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Monroe, North Carolina at its regularly assembled meeting of September 1, 2020, that the Council hereby approves an Interlocal Agreement, specifically the Memorandum of Agreement between the City of Monroe and the Union County Board of Education for Support of Union County Public Schools remote learning by providing Virtual Learning Sites to support students attending Schools located within the City, which is attached as "Exhibit A" to this Resolution and made a part hereof and further authorizes the City Manager to sign any and all necessary documents.

Adopted this 1st day of September, 2020.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk

EXHIBIT A
INTERLOCAL AGREEMENT WITH UNION COUNTY BOARD OF EDUCATION
FOR REMOTE LEARNING SITES

MEMORANDUM OF UNDERSTANDING
Between
Union County Board of Education and The City of Monroe

This Memorandum of Agreement (“MOA”) is made by and between the **Union County Board of Education**, the legal and administrative entity for Union County Public Schools (“District”), and the **City of Monroe** (“City”).

WHEREAS, due to the COVID-19 pandemic, the Governor of North Carolina has decreed that schools across the state must develop a plan to reopen for the 2020-2021 school year which implements strict social distancing and other guidelines as promulgated by the North Carolina Department of Health and Human Services;

WHEREAS, in the interest of student health and safety, the District has elected to reopen for 2020-2021 under “Plan B” which provides for remote and virtual learning for students on some or all days of the week for the 2020-2021 academic year;

WHEREAS, the District seeks to establish Remote Learning Facilities at various locations across the City for students to attend and receive additional educational support to assist with remote learning;

WHEREAS, the City has volunteered to open its facilities up to District students in order to support the academic and wellness needs of the students enrolled in District schools; and

WHEREAS, the parties desire to memorialize the commitments, responsibilities and expectations to which each party has agreed as a part of this collaboration.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to establish a framework and guidelines governing the partnership between the City of Monroe (“City”) and Union County Board of Education/Union County Public Schools (“District”). Specifically, to provide facility space for District to offer remote and virtual learning opportunities for youth enrolled in District schools. City will facilitate remote learning opportunities by providing WiFi access and will provide space for registered participants to work in a safe and supervised environment. Space is provided for this program at Winchester, Sutton Park, J. Ray Shute and Old Armory Community Centers at no cost to District or to the participant. Space is also provided for this program at Dickerson Community Center, based on the normal fee schedule for this program during school year breaks. Virtual and remote learning programs take place Monday - Friday between 730a - 2p and 5p - 7p throughout the year.

2. TERM: The MOU is made on this the 27th day of August, 2020, expiring at the end of the 2020-2021 academic year, unless terminated by the parties sooner.

3. RESPONSIBILITIES OF THE PARTIES: The following paragraphs identify responsibilities of the organizations involved:

a. Union County Board of Education/Union County Public Schools:

- District supports and serves youth within Union County, North Carolina;
- District will assist City in identifying families that do not have consistent access to WiFi services that would be necessary for them to access software programs to successfully complete virtual and remote learning activities, lectures and assignments as deemed necessary by the District;
- District will also provide support to the City as it pertains to registration and internet access;
- District will provide each participant with their own Chromebook and will provide any training needed to City staff; and
- District will be responsible for the instruction of all activities and programs related to the appropriate curriculum created by the District.

b. The City of Monroe:

- City agrees to provide space for this program at City community centers that meet recommended guidelines for social distancing, as identified below;
- City will provide lunch and snacks daily;
- City community center employees will assist participants by setting up study and learning areas for this program and directing participants upon arrival to the program area as availability and scheduling permits;
- City staff will provide support to participants within their scope of training; and
- City staff is not responsible for instruction, lecture or activity topics. City staff will serve solely as facilitators.

4. LOCATIONS AND SCHEDULE

a. Virtual Learning Program

- Monday - Friday from 7:30 a.m. - 2 p.m.
- Locations: Winchester, Sutton Park, J. Ray Shute, Old Armory and Dickerson community centers

b. Family Virtual Program

- Monday - Friday from 5 - 7 p.m.
- Locations: Winchester, Sutton Park, J. Ray Shute, Old Armory and Dickerson community centers

5. COMMUNICATIONS AND COORDINATION REPRESENTATIVES: To provide consistent and effective communication between District and City, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOU. The principal representatives for this MOU are listed below.

- a. Union County Board of Education/Union County Public Schools
Dr. Andrew Houlihan, Superintendent
400 North Church Street
Monroe, North Carolina 28112
704/296-0766

- b. City of Monroe
E.L. Faison, City Manager
300 W Crowell Street
Monroe, North Carolina 28112
704/282-4500

6. TERMINATION: This MOU can be terminated by either party, without providing a reason therefore, upon sixty (60) days written notice to the representative for the other party.

7. MISCELLANEOUS:

a. Review. This MOU shall be reviewed annually for continuation. Additional reviews may take place when changing conditions or circumstances require substantial changes or development of a new Understanding. Changes must be coordinated and initialed by a representative of both parties.

b. Survival. The provisions of this MOU that require performance after the expiration or termination of this MOU shall remain in force notwithstanding the expiration or termination of the MOU.

c. Severability. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

d. Jessica Lunsford Act. The City of Monroe shall review the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry and ensure that no representatives of their agency who are required to register in any other databases are on District property.

e. Tobacco Free Schools. District is tobacco free and all representatives of the City of Monroe shall adhere to that policy while on District property.

f. Mutual Indemnification. To the extent permitted by North Carolina law, City shall indemnify and hold harmless District, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of City's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of City's performance or lack of performance of the terms and conditions of the MOU. In the event City, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of District in the performance of the MOU, City agrees that it will indemnify and hold harmless District, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry, to the extent permitted by North Carolina law. District shall indemnify and hold harmless City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of District's failure to comply with any applicable law, ordinance,

regulation, or industry standard or (b) arising directly or indirectly out of District's performance or lack of performance of the terms and conditions of the MOU. In the event District, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of City in the performance of the MOU, District agrees that it will indemnify and hold harmless City, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

9. EFFECTIVE DATE: This Understanding becomes effective upon the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual Understanding of both parties.

10. ACCEPTANCE OF UNDERSTANDING:

Dr. Andrew Houlihan, Superintendent
Union County Board of Education/Union County Public Schools

DATE

E.L. Faison, City Manager
City of Monroe

DATE

STAFF REPORT

TO: Mayor and City Council

VIA: E.L. Faison, City Manager

DATE: September 1, 2020

FROM: Debra Chestnut Reed, Director of Human Resources

PREPARED BY: Debra Chestnut Reed, Director of Human Resources

SUBJECT: Open Conversation on Racism Committee

SUMMARY STATEMENT

The Open Conversation on Racism Committee conducted a special virtual meeting on August 25, 2020 with approximately 45 attendees, including panelists, staff and the public. Following the meeting, staff wanted to highlight a few points for Council's consideration.

REVIEW

It will be important to determine what were the take-a-ways from the last meeting to help guide the Committee in identifying the what, when, how, and who as it moves forward planning subsequent sessions. This will help to achieve the goals of the Committee and establish a better understanding of the purpose and potential of its efforts.

Staff would like to highlight a few points to consider to assist the committee's planning moving forward:

- What are the next steps in the conversation – From both the city's and citizen's perspectives?
- Define the program scope – What are the anticipated outcomes and actions to put that in effect?
- If the Facilitator is to be contracted, what will be the source of funding? The City? A third party? If it is the city, where would the funds be drawn from in a challenging budget year?
- There will need to be a Requests for Proposal (RFP) process to secure a facilitator, in accordance with City practice.

Other next steps to consider:

- What will be the meeting protocols – When and where will a future meeting or meetings take place?
- What format will be used going forward?
- What is going on in the community that should be addressed?
- What is the goal? What do you want to accomplish?

- Who should be in the conversation? How many conversations should take place? (If the goal is to get people to come together and have a conversation about race you may only want one meeting. If the goal is to create institutional change in the community, this may involve a series of meetings.)

The above points and next steps need to be considered prior to engaging in another meeting.

RECOMMENDATION

Staff request that Council provide guidance to the Committee based on information provided.