

Type of Contract:
Non-Standard Agreement

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Fiscal Year (FY): 2022-2023

Person to Contact : Jackie Rogers Phone/Email: 919-533-7743

Name of Contract: City of Raleigh Contract for School, Resource Officers

If Change Order - (Amount +/-): _____ Total Contract Amount: \$340,542.00

Board Action: (Required at \$100,000) ☒ Yes ☐ No Board Meeting Date: 06/21/2022
Budget Code: 01.5850.069.311.0210.0870.000

Items of Special Note: Pre-route. Funding out clause included in the contract. The Sex Offender Registry Certification will be obtained 30 days prior to the start of the contract and added to the routing before the services begin.

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date	Comments
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>DS TP</u>	<u>6/13/2022</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>DS RS</u>	<u>6/13/2022</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)			
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>DS LS</u>	<u>6/14/2022</u>	

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date	Comments
Risk Management (Insurance Review)	<u>gcb</u>	<u>6/14/2022</u>	
Finance Officer			
Chief Business Officer (Required \geq \$100,000)	<u>DS DN</u>	<u>6/14/2022</u>	
School Board Attorney			
(As required by the Chief Officer or Superintendent)			

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a)

Finance Officer _____ Date _____

Review only. Pre-audit certification not required at this time.

POR Approval DS MBW
6/14/2022



WAKE COUNTY
PUBLIC SCHOOL SYSTEM

Raleigh, North Carolina

Purchase Order Requisition Form

Dept. Requisition No. _____	Date: _____	Purchase Order No. _____
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Vendor: City of Raleigh Address: RALEIGH POLICE DEPARTMENT 6716 Six Forks Road RALEIGH, NC 27615	School/Department: Security Department Address: 5625 Dillard Drive Cary, NC 27518
Attention: Banita Onyirimba	

Budget Code A	Amount	Budget Code C	Amount
01.5850.069.311.0210.0870.000	\$340,542.00		
Budget Code B	Amount	Budget Code D	Amount

QTY	UNIT	VENDOR CAT. NO.	CODE	WCPSS ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
					9 School Resource Officers, one at each High School:		
1			A		Athens Drive High School	\$ 37,838.00	\$ 37,838.00
1			A		Broughton High School	\$ 37,838.00	\$ 37,838.00
1			A		Enloe High School	\$ 37,838.00	\$ 37,838.00
1			A		Millbrook High School	\$ 37,838.00	\$ 37,838.00
1			A		Leesville Road High School	\$ 37,838.00	\$ 37,838.00
1			A		Longview/Phillips High School	\$ 37,838.00	\$ 37,838.00
1			A		Sanderson High School	\$ 37,838.00	\$ 37,838.00
1			A		Southeast Raleigh High School	\$ 37,838.00	\$ 37,838.00
1			A		Wakefield High School	\$ 37,838.00	\$ 37,838.00
							\$ -
					SRO Services for 2022-2023 School Year.		\$ -
					PO to be keyed on or after July 1, 2022.		\$ -
							\$ -
							\$ -
							\$ -
					DO NOT MAIL - Send Vendor Copy To		\$ -
					Russ Smith, Senior Director, Security Department		\$ -
							\$ -

DocuSigned by:

 3ECFB8CCAC7047F...
 Requestor's Signature

DocuSigned by:

 3ECFB8CCAC7047F...

Phone: 919-431-7777

Email: jrogers6@wcpss.net

Budget Manager's Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed

Leadership Team Member/or Chief Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed.

SUB TOTAL(S)	\$ 340,542.00
SHIPPING CHARGES	
NC SALES TAX	
NET TOTAL	\$ 340,542.00

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**CONTRACT FOR SCHOOL
RESOURCE OFFICER SERVICES**

This Agreement is made this the 1st day of July 2022 by and between the Wake County Board of Education ("Board"), the governing body of the Wake County Public School System ("School System") and the City of Raleigh ("City").

WITNESSETH:

WHEREAS, the Board desires to have the City assign sworn law enforcement officers to serve as School Resource Officers at certain schools owned and operated by the Board; and

WHEREAS, the City is willing to provide sworn law enforcement officers to serve as School Resource Officers within the School System; and

NOW, THEREFORE, in consideration of the promises and covenants of the parties hereto herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the City do hereby agree as follows:

1. The City shall provide nine (9) sworn law enforcement officers to serve as School Resource Officers for the 2022-2023 school year.
2. The officers shall be assigned full-time to the following schools:

<i>Athens Drive High School</i>	<i>Longview/Phillips High School</i>
<i>Broughton High School</i>	<i>Sanderson High School</i>
<i>Enloe High School</i>	<i>Southeast Raleigh High School</i>
<i>Millbrook High School</i>	<i>Wakefield High School</i>
<i>Leesville Road High School</i>	

3. The Board shall pay the City at the following rates for the assigned School Resource Officers:

Athens Drive High School (1) officer at \$37,838.00 per year
Broughton High School (1) officer at \$37,838.00 per year
Enloe High School (1) officer at \$37,838.00 per year
Millbrook High School (1) officer at \$37,838.00 per year
Leesville Road High School (1) officer at \$37,838.00 per year
Longview/Phillips High School (1) officer at \$37,838.00 per year
Sanderson High School (1) officer at \$37,838.00 per year
Southeast Raleigh High School (1) officer at \$37,838.00 per year
Wakefield High School (1) officer at \$37,838.00 per year

The total cost to the Board for the services provided pursuant to this Agreement shall not exceed a total of \$340,542.00 per year. The payments shall be made upon receipt of an invoice. Should the City be unable to complete the services specified, the city will refund a pro rata share of the payment per officer based on 180 days per school year, or a rate of \$210.21 per day for each school.

4. The services described in this Agreement will be provided from July 1, 2022, through June 30, 2023.
5. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party at the address listed below.

Board

Russ Smith
Senior Director of Security
Wake County Public School System
5625 Dillard Drive
Cary, NC 27618

City Manager

Marchell Adams-David
Raleigh City Manager
222 W. Hargett Street
Raleigh, NC 27601

6. It is understood and agreed between the parties that the payment obligation of the Board under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made.
7. The City shall pay all federal, state, and FICA taxes, and maintain minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
8. The City 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. The City shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
9. The City shall be an Independent Contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of the City be construed as an employee, agent or principal of the Board.
10. This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.
11. This service contract is conditioned on the execution of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the City effective July 1, 2021. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the MOU. In the event of any conflict between this Agreement and the MOU, the terms and conditions of the MOU shall control.

[Signature page to follow]

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

WAKE COUNTY BOARD OF EDUCATION

By: _____
Ms. Lindsay Mahaffey, Chair Date _____

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

Finance Officer Date _____

**CITY OF RALEIGH
RALEIGH POLICE DEPARTMENT**

By: _____
Name, Title Date _____

ATTEST:

By: _____
(Deputy) Clerk-Treasurer

(Affix Seal)

THIS INSTRUMENT APPROVED AS TO FORM:

City Attorney

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 - Atleast

Part A Bodily Injury	Statutory Limit
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 Owner shall be filed with the Owner 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 Owner, and that the Wake 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.**