

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: Town of Cary School Resource Officer Contract

If Change Order - (Amount +/-): _____ Total Contract Amount: \$189,190.00

Board Action: (Required at \$100,000) ☒ Yes ☐ No Board Meeting Date: 6-21-22
01.5850.069.311.0210.0870.000

Budget Code: _____

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</u> <u>TP</u>	<u>6/13/2022</u>	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	<u>DS</u> <u>RS</u>	<u>6/14/2022</u>	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)			
Superintendent/Chief Officer (\$100,000+ and All MOAs)	<u>DS</u> <u>LY</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>DS</u> <u>gcb</u>	<u>6/15/2022</u>	<u>Please make sure the towns/cities are sending the COIs as per contract to you.</u>
Finance Officer			
Chief Business Officer (Required \geq \$100,000)	<u>DS</u> <u>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.

DS
MBW 6/14/2022
POR Approval _____



WAKE COUNTY
PUBLIC SCHOOL SYSTEM

Raleigh, North Carolina

Purchase Order Requisition Form

Dept. Requisition No. _____ Date: 7/1/2022 Purchase Order No. _____

Vendor: Town of Cary

School/Department: Security Department

Address: PO Box 8005

Address: 5625 Dillard Drive

Cary, NC 27512-8049

Cary, NC 27518

Attention: _____

Attention: Russ Smith, Senior Director/Jackie Rogers, Admin. Asst.

Budget Code A	Amount	Budget Code C	Amount
01.5850.069.311.0210.0870.000	\$189,190.00		
Budget Code B	Amount	Budget Code D	Amount

QTY	UNIT	VENDOR CAT. NO.	CODE	WCPS ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
					Five (5) School Resource Officers, one at		
					each High School:		
1			A		Cary High School	\$ 37,838.00	\$ 37,838.00
1			A		Green Hope High School	\$ 37,838.00	\$ 37,838.00
1			A		Middle Creek High School	\$ 37,838.00	\$ 37,838.00
1			A		Panther Creek High School	\$ 37,838.00	\$ 37,838.00
1			A		Green Level 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:

Russ Smith

5ECFB8CCAC7047F...

Requestor's Signature

DocuSigned by:

Russ Smith

5ECFB8CCAC7047F...

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.

Phone: 919-431-7777

Email: jrogers6@wcpss.net

SUB TOTAL(S)	\$ 189,190.00
SHIPPING CHARGES	
NC SALES TAX	
NET TOTAL	\$ 189,190.00

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 Town of Cary ("Town").

WITNESSETH:

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

WHEREAS the Town 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 Town do hereby agree as follows:

1. The Town shall provide five (5) 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:

Cary High School

Green Hope High School

Middle Creek High School

Panther Creek High School

Green Level High School

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

Cary High School (1) officer at \$37,838.00 per year

Green Hope High School (1) officer at \$37,838.00 per year

Middle Creek High School (1) officer at \$37,838.00 per year

Panther Creek High School (1) officer at \$37,838.00 per year

Green Level (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 \$189,190.00 per year. The payments shall be made upon receipt of an invoice. Should the Town be unable to complete the services specified, the Town 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

Town

Sean R. Stegall
Cary Town Manager
316 N. Academy Street
P.O. Box 8005
Cary, NC 27512

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 Town shall pay all federal, state, and FICA taxes, and maintains minimum insurance requirements for all sworn law enforcement officers assigned as School Resource Officers pursuant to the attached Addendum A.
8. The Town 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 Town shall not assign any officer to provide services to the Board if said officer appears on any of the aforementioned registries.
9. The Town 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 Town 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. The assignment of and services provided by School Resource Officers shall be consistent with the terms of the School Resource Officer Memorandum of Understanding (MOU) between the Board and the Town effective July 1, 2022. In the event of any conflict between this Agreement and the MOU, the terms and conditions of 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

**TOWN OF CARY/
CARY POLICE DEPARTMENT**

By: _____
Sean R. Stegall, Town Manager

Date

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 - At least

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.**