



**WAKE COUNTY  
PUBLIC SCHOOL SYSTEM**

**Security**

Office of the Senior Director  
Crossroads 1  
5625 Dillard Drive  
Cary, NC 27518

tel: (919) 431-7777  
fax: (919) 431-7780

July 31, 2019

Chief John Letteney  
Apex Police Department  
PO Box 250  
Apex, NC 27502

Dear Chief Letteney:

Enclosed please find the original agreement for School Resource Officer(s) for the upcoming 2019-2020 school year. Please have the Town Manager sign the agreement, include a current Certificate of Insurance, and return the original to my office along with an invoice for the entire year. Once I receive the signed contract, a fully executed copy will be forwarded to you for your records.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Russ Smith', written over a white background.

Russ Smith  
Senior Director

ERS/sf  
Enclosure

**STATE OF NORTH CAROLINA**  
**COUNTY OF WAKE**

**CONTRACT FOR SCHOOL**  
**RESOURCE OFFICER SERVICES**

This Agreement is made this the 16th day of July, 2019 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 Apex (“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

WHEREAS, the Board has authorized the Superintendent or his designee to enter into service contracts involving expenditures of up to \$100,000; and

WHEREAS, the parties acknowledge that the Board may perform all or part of its obligations pursuant to this Agreement through the Superintendent or his designee.

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 four (4) sworn law enforcement officers to serve as School Resource Officers for the 2019-2020 school year.
2. The officers shall be assigned full-time to the following schools:

*Apex High School*  
*Apex Friendship High School*

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

*Apex High School (1) officer at \$37,838.00 per year*  
*Apex Friendship High School (1) officer at \$37,838.00 per year*  
*Apex High School (1) additional officer at \$21,000.00 per year*  
*Apex Friendship High School (1) additional officer at \$21,000.00 per year*

The total cost to the Board for the services provided pursuant to this Agreement shall not exceed a total of \$117,676.00 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 high school, \$116.67 per day for the additional officer at the high school.

4. The services described in this Agreement will be provided from July 16, 2019 through June 30, 2020.
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**

Drew Havens  
Apex Town Manager  
73 Hunter Street  
P.O. Box 250  
Apex, NC 27502

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 School Resources Officers (SRO) Memorandum of Understanding (MOU) together with the Contract for School Resource Officers Services, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings,

whether written or oral, relating to the subject matter of the MOU. In the event of a conflict between the terms of the MOU and the Contract for School Resource Officers Services, the terms of the MOU shall prevail except with the respect to the issue of payment for School Resource Officer Services.

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

**WAKE COUNTY BOARD OF EDUCATION**

**TOWN OF APEX/  
APEX POLICE DEPARTMENT**

By:   
Jim Martin, Board Chair

By: \_\_\_\_\_  
NAME, TITLE

Date: 7/31/19

Date: \_\_\_\_\_

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

\_\_\_\_\_  
WCPSS Finance Officer

\_\_\_\_\_  
Date

R107684



**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.**



WAKE COUNTY PUBLIC SCHOOL SYSTEM  
 1531 ROCK QUARRY ROAD  
 RALEIGH, NC 27610-4145

**PURCHASE ORDER**

**222591**

Page 1 of 1

INVOICE  
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM  
 ACCOUNTING DEPARTMENT  
 110 CORNING ROAD  
 CARY, NC 27518

**PAYMENT TERMS**  
Immediate

**PO REVISION**  
0

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.

TO

TOWN OF APEX  
 PO BOX 250  
 APEX, NC 27502

SHIP  
TO

Security  
 Crossroads I  
 5625 Dillard Drive  
 Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
26-JUL-19	Destination	Prepaid	Jaeger, James, jjaeger@wcpss.net 919-588-3546 EXT. 83546

WCPSS Deliver To Only: Smith, Mr. Edward (Russ)

Security - 870/970 (RUSS SMITH)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
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1		01.5850.069.311.0210.0870.000 FOUR (4) SCHOOL RESOURCE OFFICERS, TWO AT EACH SCHOOL  APEX HIGH SCHOOL	37838	Dollar	1.00	37,838.00
2		01.5850.069.311.0210.0870.000 APEX FRIENDSHIP HIGH SCHOOL	37838	Dollar	1.00	37,838.00
3		02.5850.801.311.0210.0870.000 APEX FRIENDSHIP HIGH SCHOOL - ADDITIONAL OFFICER	21000	Dollar	1.00	21,000.00
4		02.5850.801.311.0210.0870.000 APEX HIGH SCHOOL - ADDITIONAL OFFICER  SRO SERVICES FOR 2019-2020 SCHOOL YEAR	21000	Dollar	1.00	21,000.00
<b>Net Total:</b>						<b>117,676.00</b>

**PRE-AUDIT CERTIFICATE**

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER  
 REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

\* WAKE COUNTY PUBLIC SCHOOL SYSTEM \*  
 \* IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC \*  
 \* SALES TAX WHEN INVOICING. \*

*Mark B. Hartman*  
 FINANCE OFFICER

*Debra Wallace*  
 SENIOR DIRECTOR OF PURCHASING



Type of Contract:

Service Agreement: Version 1, 2, or 3

**WAKE COUNTY PUBLIC SCHOOL SYSTEM**  
**Contract Routing Form 1950**

FINANCE/ACCOUNTING  
JUN 18 2019

Fiscal Year (FY): 2019-2020

Person to Call for Pick up: Sharon Ferguson Phone: 919-533-7743

Name of Contract: Town of Apex Contract for School Resource Officers

If Change Order - (Amount +/-): \_\_\_\_\_ Total Contract Amount: \$ 117,676.00

Board Action: (Required at \$100,000)  Yes  No Board Meeting Date: 07/16/2019

Budget Code: 01.5850.069.311.0210.0870.000 and 02.5850.801.311.0210.0870.000

Items of Special Note: Two (2) SROs at Apex High School and two (2) SROs at Apex Friendship High School. Funding out clause included in item #6, page 2. Purchase order requisition form will be sent to Purchasing in June to be keyed on or after July 1, 2019.

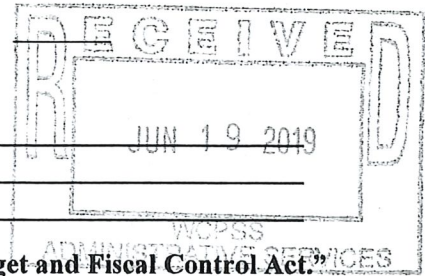
**To be completed by the School or Department required for all contracts \$2,500 and up**  
**INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:**

	Initial	Date
Administrator (\$2,500 - \$9,999 and All MOAs)	<u>RS</u>	<u>6/18/19</u>
Fiscal Administrator (\$2,500 and up and all MOAs)	<u>[Signature]</u>	<u>6/18/19</u>
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)		
Chief Officer (\$100,000+ and All MOAs)	<u>[Signature]</u>	<u>6/18/19</u>

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

	Initial	Date
Risk Management (Insurance Review)	<u>[Signature]</u>	<u>6/19/19</u>
<b>Finance Officer *</b>	<u>[Signature]</u>	<u>6/15/19</u>
Chief Operating Officer (Required at \$100,000 +)	<u>[Signature]</u>	<u>6/20/19</u>
School Board Attorney		
(As required by the Chief Officer or Superintendent)		

Comments: 2019-20 Contract + PC



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

FIN 22016 per [Signature] 6/24/19