



WAKE COUNTY BOARD OF EDUCATION

Date July 20, 2021

Wake County Board of Education *CHIEF OF STAFF*

Subject: SERVICE CONTRACT WITH THE TOWN OF APEX FOR SCHOOL RESOURCE OFFICERS 2021-2022

Department, Board/Staff Liaison(s), and any Presenters from Outside the District:

Dr. Lloyd Gardner, Chief of Staff and Strategic Planning

Russ Smith, Senior Director, Office of Security

Main Points: This contract will provide school resource officers for the following high schools:

Apex High School

Apex Friendship High School

Fiscal Implications: Funding for this contract, in the amount of \$117,676.00 (\$75,676 through At-Risk Fund 69 and \$42,000 through local funding).

Savings: N/A

Recommendation for Action / Next Steps: Board approval is requested.

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**CONTRACT FOR SCHOOL
RESOURCE OFFICER SERVICES**

This Agreement is made this the 1st day of July, 2021 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 2021-2022 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 1, 2021 through June 30, 2022.
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

Shawn Purvis
Apex Interim 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: _____
Keith Sutton, Board Chair

By: _____
Shawn Purvis, Interim Town Manager

Date: _____

Date: _____

R107684

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.**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wake County Public School System (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wake County Public School System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tposey@wcpss.net

To advise Wake County Public School System of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tposey@wcpss.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wake County Public School System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tposey@wcpss.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wake County Public School System

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tposey@wcpss.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wake County Public School System as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wake County Public School System during the course of your relationship with Wake County Public School System.