

## Town of Indian Trail

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### Memo

**TO:** Mayor and Town Council

**FROM:** Kelley Southward, Town Clerk

**DATE:** October 25, 2016

**SUBJECT:** Consent Agenda Item 9d: Public Safety Committee amended Bylaws

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Public Safety Committee: Council approved a membership reduction to seven (7) during their October 11th meeting after a request by the Committee's Chairman on September 27th. The written changes are included for the Council to reinforce their October 11th action.

RULES OF PROCEDURE  
INDIAN TRAIL PUBLIC SAFETY ADVISORY COMMITTEE

These Bylaws govern the function and operation of The Town of Indian Trail Public Safety Advisory Committee.

ARTICLE I  
Establishment

- 1-1 The Indian Trail Public Safety Advisory Committee having been created by the Indian Trail Town Council shall be hereafter referred to as the "Public Safety".
- 1-2 The Public Safety shall be considered a "public body" and is subject to all rules and regulation for public bodies contained in North Carolina's Open Meetings regulation (i.e., Law, G.S. 143-318.10 et seq.).

ARTICLE II  
Duties and Powers

- 2-1 The General Purpose of the Public Safety Committee is to serve as an advisory committee to the Town Council regarding Public Safety management. The Public Safety Committee will assist in the implementation of the Town's Public Safety management program by developing policy and making other recommendation to the Town Council on Public Safety related issues.
- 2-2 Public Safety Committee shall have the following charge and duties:
1. The Public Safety Committee shall review and/or recommend to the Council Public Safety management policies, policy changes, and long range plans.
  2. The Public Safety Committee shall review and comment to the Council on the annual Public Safety management requests.
  3. The Public Safety Committee shall respond to the Town Council and Town Manager requests, within the designated time, for advice on matters related to Public Safety services.
  4. The Public Safety Committee shall present the Council with an annual report of key actions and issues and its annual work program.

ARTICLE III  
Appointment and Terms

- 3-1 The Public Safety Committee shall consist of ~~nine (9)~~ **seven (7)** members, all of whom shall reside ~~or own property~~ within the Town limits. ~~Seven (7) of these members shall serve as regular members, and two (2) members shall serve as alternates.~~ The Council shall appoint the membership of the Public Safety Committee. ~~The alternate members of the Board shall be requested to attend all~~

**Comment [ks1]:** Per Council Action 10-11-16 after request of PSC Chair on 9-27-16. remaining changes of this section are for consistency to this change.

regular and special meetings and shall be able to cast a vote when a regular member of the Board is absent or if any Board member has a conflict of interest. The alternate members shall be assigned numbers "1" and "2" by the Chairman. The following system shall be employed for alternate members: Member "1" shall first be asked to serve. If he/she is absent or has a conflict of interest, Member "2" shall be asked to serve. If Member "1" does serve, Member "2" will be first asked to serve at the next meeting.

- 3-2 Each member shall be appointed for a period of three (3) years. The Council in appointing the original membership of the Public Safety Committee may prescribe terms of fewer years to the end that the terms of the various members of the Public Safety Committee shall be staggered.
- 3-3 If vacancy on the Public Safety Committee occurs by reason of death, resignation, change of property ownership, Town Council removal, or any other cause, the seat shall be filled by the Town Council in an expeditious manner for the duration of the unexpired term.
- 3-4 The Town Clerk shall be responsible for maintaining a current list of Public Safety Committee members, including the effective date of their appointment and the expiration date of their term. The Clerk shall keep the Town Council informed as to when any term is to expire, at least sixty (60) days prior to the expiration date.

#### ARTICLE IV Officers

- 4-1 A Chairman and Vice-Chairman shall be elected by the Public Safety Committee members. The Chairman and Vice-Chairman shall serve for a one (1) year term, but may be elected by the Public Safety Committee for successive terms to the same office. Annually, in the regular meeting of the Public Safety Committee, held in the month of June, a Chairman and Vice-Chairman shall be elected. The Chairman and Vice-Chairman shall serve from July 1 until relieved of his duties as herein provided.
- 4-2 The Chairman shall ~~run meetings in accordance with Robert's Rules of Order, decide upon all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the Public Safety Committee in session at the time.~~ The Chairman shall appoint any committees found necessary to investigate any matters before the Public Safety Committee. The Vice-Chairman shall serve as acting Chairman in the absence of the Chairman, and at such times he shall have the same powers and duties as the Chairman.
- 4-3 In the event of the absence of both the Chairman and the Vice-Chairman, from a Public Safety meeting, the regular members present may elect a temporary Chairman for that meeting and proceed with the order of business.

Comment [ks2]: staff recommended for consistency with all committees

#### ARTICLE V Secretarial Services

- 5-1 The Town Manager shall arrange to have secretarial duties performed for the Public Safety Committee. Said person (s) (hereafter referred to as the "Secretary"), shall take minutes and keep all records. The Secretary shall keep in a permanent volume the minutes of every meeting of the Public Safety Committee. These shall show the record of all important facts pertaining to each meeting and hearing for the Public Safety Committee, and all votes of members of the Public Safety Committee upon the final determination of any question, indicating the names or upon the final determination of any question, indicating the names of members absent. The Public Safety Committee minutes shall be

kept at the Indian Trail Town Hall and shall be available for inspection during normal working hours

ARTICLE VI  
Rules of Conduct for Members

- 6-1 Members of the Public Safety Committee may be removed by the Town Council for cause, including violation of the rules stated below herein.
- 6-2 In order for the Public Safety Committee to carry out its duties and responsibilities, it is necessary for all members to attend meetings. If any member is absent for three (3) consecutive regular meetings or fails to attend thirty (30) percent or more of the regular meetings within a twelve-month period, such member may be removed by the Town Council and a replacement made for the unexpired portion of the term. Alternate members may be removed by the Town Council for repeated failure to attend or participate in meeting when requested to do so pursuant to Section 4-2 as set forth above. The Public Safety Committee may make a recommendation to the Town Council regarding removal of a member for duly cited causes and the request must be in writing, signed by the Chairman of the Public Safety Committee.
- 6-3 A member may be excused from voting on a particular issue by a majority vote of the remaining regular members present under the following circumstances:
1. If the member has a direct financial interest in the outcome of the matter at hand;  
or
  2. If the matter at hand involves the member's own official conduct; or
  3. If the member has such close personal ties to the applicant that he cannot reasonably be expected to exercise sound and impartial judgment on behalf of the public's interest.
- 6-4 If a Public Safety Committee member determines that he may have a conflict of interest on a particular issue, he shall declare the nature of such conflict and ask to be excused from voting on the issue related to such conflict. The remaining members, by majority vote, shall determine whether such conflict exists and whether said member may excuse himself from further deliberations on said matter. If a member is excused from voting, he shall seat himself in the audience and not participate in any further discussion on said matter or he shall remove himself from the meeting room during all deliberation pertaining to such matter. In no instance may a member be excused from voting merely due to an unwillingness to vote on the issue at hand and where no conflict of interest is found to exist.
- 6-5 A challenge to the existence of a conflict of interest or a challenge of an undisclosed conflict of interest may be filed by any interest party with the Public Safety Committee. Such a challenge may be an appeal for a review of the findings of the Public Safety Committee or may be for the purpose of alleging an undeclared conflict of interest. Any challenge made to the Public Safety Committee shall be supported by competent evidence and shall be submitted at a properly convened meeting of the Public Safety Committee. The Public Safety Committee shall hear all evidence and shall, by majority vote of the remaining regular members, make the final determination as to the existence of a conflict of interest.

- 6-6 In the event a Public Safety Committee member is found to have a conflict of interest and is excused from voting by the Public Safety Committee, he shall be replaced by alternate member for that business associated with the conflict of interest

#### ARTICLE VII Meetings

- 7-1 Regular meetings of the Public Safety Committee shall be held on the first Thursday of each month at 6:30PM at the Town Hall, provided that the meetings may be held at any other convenient place in the Town nearby area if directed by the Chairman in advance of the meeting.
- 7-2 Each member shall receive an agenda packet for each meeting by email, mail, or hand delivery at least forty eight (48) hours prior to the meeting. An agenda notice shall be conspicuously placed at the Indian Trail Town Hall at least forty-eight (48) hours prior to the meeting.
- 7-3 Special Meetings of the Public Safety Committee may only be called by the Chairman. At least forty-eight (48) hours notice of the time and place of special meetings shall be given, by the Secretary, to each member of the Public Safety Committee. Notice of such meeting shall also be conspicuously placed at the Indian Trail Town Hall at least forty-eight (48) hours prior to the meeting.
- 7-4 Whenever there is no business to come before the Public Safety Committee, or whenever so many members notify the secretary of their inability to attend that a quorum will not be available, the Chairman may dispense with a regular meeting by having the Secretary give written or oral notice to all members prior to the time set for the meeting. Notice of meeting cancellations shall also be conspicuously posted at the Indian Trail Town Hall and appropriate notification given to the press as required by North Carolina law.

#### ARTICLE VIII Quorum and Voting

- 8-1 ~~A quorum shall be a majority of those voting members attending each Public Safety Committee meeting, providing that there are at least four (4) voting members present. A quorum shall be a majority of those voting members attending each Public Safety Committee meeting. Vacant seats shall not be counted when determining a quorum. A normal quorum (when all seats are filled) will be four (4) voting members present but this number would be reduced to three (3) if there are two (2) or three (3) vacant seats. The committee shall be non-functioning if there are more than 3 vacancies at one time.~~ A quorum of Public Safety Committee shall be required before any vote is taken.
- 8-2 Whenever a quorum is not present, at a regular or special meeting, those present may adjourn the meeting to another day or hold the meetings for the purpose of considering such matters as are on the agenda (noting that no official votes can be taken as per

**Comment [ks3]:** This will further assist the committee in reaching a quorum when there are vacancies on the committee (such has been a problem in the past)

Section 8-1 (above).

**Comment [ks4]:** for clarification and consistency with the preceding section

- 8-3 No action taken at such a meeting shall be final or official unless and until the matter, serving as the basis of the action, is put before the Public Safety Committee by a proper motion and a vote is taken thereon at a meeting where a quorum of the Public Safety Committee present.
- 8-4 Voting, at the discretion of the Chairman, shall be by voice or show of hands. All matter to be voted on by the Public Safety Committee shall be by a duly made motion and second.
- 8-5 All meetings shall be open to the public. The order of business at regular meetings shall generally be *as follows*:
1. Call to Order
  2. Approval of Minutes
  3. Discussion Items
  4. Action Items
  5. Adjournment
- 8-6 Items of business for discussion at the meeting shall appear on the agenda. Business which is not identified on the agenda may be considered only after approval of a majority of a vote of the membership.

**ARTICLE IX**  
**Adoption of Amendments**

- 9-1 These rules shall at all times be consistent with all ordinances of the Town of Indian Trail and laws of the State of North Carolina. Should any provisions of these rules be inconsistent with such ordinances or laws of the State of North Carolina, said ordinances and laws shall control.

## Town of Indian Trail

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### Memo

**TO:** Mayor and Town Council  
**FROM:** Kelley Southward, Town Clerk  
**DATE:** October 11, 2016  
**SUBJECT:** Consent Agenda 9e: Approve UCSO Contract Amendment #3

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Union County has approved Amendment #3 to the May 1, 2013 Interlocal Agreement between the Town of Indian Trail, NC, Union County, NC and Eddie Cathey, Sheriff of Union County. The amendment provides for the new Deputy Sheriff position with the rank of Lieutenant.

Attachments: Amendment #3 and original Agreement with the first 2 Amendments.

# UNION COUNTY

## ADMINISTRATIVE SERVICES PROCUREMENT DIVISION



500 North Main Street, Suite 709, Monroe, NC 28112  
Phone: (704)283-3813 • Fax: (704)225-0664

October 17, 2016

Kelley Southward, CMC  
Town Clerk  
Town of Indian Trail  
P.O. Box 2430  
Indian Trail, NC 28079

Dear Ms. Southward:

Enclosed are duplicate originals of Amendment #3 to the Agreement dated May 1, 2013, by and among Union County, Sheriff of Union County and the Town of Indian Trail.

Please obtain the signature of Mayor Alvarez on both originals where indicated. His signature should be attested and the town seal affixed. The Town Finance Director should also sign the pre-audit statement on both originals. Once the amendment has been signed, sealed, attested and pre-audited, please return one fully executed original to me for our files. The remaining original should be retained for your files.

Should you have any questions, please contact Trina Horne, Contract Specialist at 704-292-2562 or email [thorne@unioncountync.gov](mailto:thorne@unioncountync.gov).

Sincerely,

Cheryl Wright  
Division Director  
Union County Administrative Services  
Procurement Division

Enclosures

STATE OF NORTH CAROLINA

AMENDMENT # 3

COUNTY OF UNION

This Amendment, made and entered into as of the 17 day of October, 2016, by and among Union County, North Carolina (hereinafter referred to as "County") and the Town of Indian Trail (hereinafter referred to as "Town") and Eddie Cathey, Sheriff of Union County (hereinafter referred to as "Sheriff") shall modify as indicated that interlocal agreement among the parties dated May 1, 2013, as modified by amendments dated January 12, 2016, and June 8, 2016, hereinafter referred to as the "Agreement."

WITNESSETH:

WHEREAS, the Town currently contracts with the County and Sheriff Eddie Cathey to provide law enforcement services within the Town limits of Indian Trail; and

WHEREAS, the Town previously approved reclassification of the Lieutenant position to that of Captain; and

WHEREAS, the Town now wishes to add a new position to replace the Lieutenant position that was previously reclassified; and

WHEREAS, the County and Sheriff are willing to provide an additional deputy sheriff with the rank of Lieutenant in accordance with the terms of this Amendment, set forth herein.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with each other as follows:

1. The parties shall add one (1) new Deputy Sheriff position with the rank of Lieutenant to the terms of the Agreement. Therefore, modify the first sentence of section 1 of the Agreement as follows:

The Sheriff agrees to station ~~twenty-four (24)~~ five (25) Deputy Sheriffs (21 deputies, 2 deputy sheriffs with the rank of Sergeant, 1 deputy sheriff with the rank of Lieutenant, and 1 deputy sheriff with the rank of Captain) within the municipal limits of the Town of Indian Trail.

The sentence shall now read:

The Sheriff agrees to station twenty-five (25) Deputy Sheriffs (21 deputies, 2 deputy sheriffs with the rank of Sergeant, 1 deputy sheriff with the rank of Lieutenant, and 1 deputy sheriff with the rank of Captain) within the municipal limits of the Town of Indian Trail.

2. This Amendment shall be effective October 1, 2016.

3. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this the day and year first above written.

ATTEST:

UNION COUNTY

By: Lynn D. West  
Lynn West, Clerk to the Board

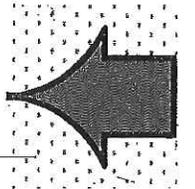
By: Cynthia A. Coto  
Cynthia A. Coto, County Manager

ATTEST:

TOWN OF INDIAN TRAIL

By: \_\_\_\_\_  
Town Clerk Kelley Southward

By: \_\_\_\_\_  
Mayor Michael L. Alvarez



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

\_\_\_\_\_  
Town Finance Director Marsha Sutton

WITNESS:

SHERIFF OF UNION COUNTY

By: Deborahna Helms

By: Eddie Cathey  
Sheriff Eddie Cathey

Approved as to Legal Form CM

**UNION COUNTY SHERIFF'S CONTRACT W/AMENDMENTS:**

**Contract with Union County Sheriff's Office**

**Approved May 1, 2013**

**1st Amendment approved January 12, 2016**

**2nd Amendment approved June 8, 2016**

STATE OF NORTH CAROLINA

COUNTY OF UNION

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF INDIAN TRAIL, NORTH  
CAROLINA, UNION COUNTY, NORTH CAROLINA AND EDDIE CATHEY,  
SHERIFF OF UNION COUNTY**

This agreement, made and entered into the 1 day of May, 2013, by and among Union County, North Carolina (hereinafter referred to as "County") and the Town of Indian Trail (hereinafter referred to as "Town") and Eddie Cathey, Sheriff of Union County (hereinafter referred to as "Sheriff") shall supersede that Agreement among the parties dated the 8<sup>th</sup> day of August 2008, as modified by amendments dated September 15, 2008, November 5, 2009, May 24, 2012, and November 20, 2012.

**WITNESSETH**

WHEREAS, this Agreement is made pursuant to the authority of N.C.G.S. § 160A-461 et seq.; and

WHEREAS, the Town currently contracts with the County and Sheriff Eddie Cathey to provide law enforcement services within the Town limits of Indian Trail; and

WHEREAS, the Town desires to maintain the level of law enforcement protection traditionally provided by the Sheriff; and

WHEREAS, the County, the Sheriff and the Town believe that it to be in their best interests to enter into this interlocal agreement solely for the purpose of providing law enforcement services to the Town by the Sheriff or his designees;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. The Sheriff agrees to station nineteen (19) Deputy Sheriffs (16 deputies, 2 deputy sheriffs with the rank of Sergeant, and 1 deputy sheriff with the rank of Lieutenant) within the municipal limits of the Town of Indian Trail. The Sheriff agrees to station two additional Deputy Sheriffs within the municipal limits of the Town of Indian Trail for the purposes of enforcement of motor vehicle laws and education regarding motor vehicle laws ("Traffic Deputies"). These Traffic Deputies will be provided only for so long as there is grant funding received by the County through the North Carolina Governor's Highway Safety Program ("Grant Funds"), or funding received from the Town, for the complete costs for providing the Traffic Deputies' services. All deputies covered by this Agreement shall work a full time, regular schedule in accordance with the Sheriff's standard work period. Such schedules shall be subject to all applicable leave provided under the Union County Personnel Resolution, as amended or superseded, and to the requirements of the State and federal law. Leave taken pursuant to the Union County Personnel Resolution or State or federal law shall not entitle the Town to a refund, a reduction in costs, or a replacement/substituted deputy. It is the intent of

this Agreement that the schedule of hours worked within each cycle shall be as determined by the Sheriff or his designee.

2. The deputy sheriffs so assigned to the Town shall patrol and answer calls within the municipal limits of the Town only except as follows:

The deputy sheriffs may respond to other incidents outside of the municipal limits of Indian Trail upon order of the Sheriff or his designee, including but not limited to, the shift supervisor in charge at the time.

3. The Sheriff shall use good faith efforts to provide law enforcement officers who are qualified to provide law enforcement services in a manner consistent with customary law enforcement standards and practices. All such deputies shall be sworn and certified law enforcement officers employed by the Sheriff.

4. In addition to all other authority granted to the Sheriff by applicable law, Town agrees that the Sheriff has the authority to enforce Town's ordinances.

5. Each deputy sheriff assigned to Town pursuant to this Agreement shall at all times be the employee of the Sheriff of Union County, and shall at no time be an employee of the Town. The deputy sheriffs assigned to Town pursuant to this Agreement shall be under the exclusive control, direction and supervision of the Sheriff of Union County or his designee. Neither the Town nor any of its employees or elected officials shall have the right to control, direct or supervise the activities of the deputy sheriffs assigned to the Town for purposes of this Agreement.

6. The County shall be solely responsible for compensating the deputy sheriffs assigned under this Agreement, and shall be exclusively responsible for the provision of those benefits to the deputy sheriffs which accrue from the policies and regulations of the Union County Board of Commissioners.

7. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Union County Sheriff's Office pursuant to the Sheriff's policies and procedures.

8. Any and all vehicles and law enforcement equipment purchased pursuant to this Agreement shall become the property of the County for use by the Sheriff of Union County for law enforcement purposes.

9. Subsection A.

This subsection A applies to all costs of the County for providing services pursuant to this Agreement, except for those costs related to providing Traffic Deputies, as defined herein. The Town agrees to pay the County an annual amount equal to Ninety Percent (90%) of the County's cost of providing services pursuant to this Agreement, which annual amount shall cover services on a fiscal year basis, July 1 to June 30,

which amount shall be referred to as the "Contract Price." The County's cost shall be determined annually by the Union County Finance Department, in cooperation with the Sheriff's Office, on the basis of an average unit cost per deputy sheriff multiplied by the number of deputy sheriffs providing services pursuant to this Agreement. Not later than March 31 of each year, the County shall provide to the Town the Contract Price for the upcoming fiscal year. The Contract Price shall be paid by the Town, in advance, in four equal installments on the first day of each calendar quarter without receipt of invoice or other notice from the County that the quarterly payment is due.

#### Subsection B.

This subsection B applies only to the County's costs for providing Traffic Deputies pursuant to this Agreement. The County shall invoice the Town quarterly for payment of costs associated with the Traffic Deputies at one quarter of the yearly rates noted below. The following yearly rates are the amounts due to the County from the Town every grant year for costs associated with the Traffic Deputies:

Grant Year 1 (October 2012-September 2013)- \$65,678

Grant Year 2- (October 2013-September 2014)- \$61,000

Grant Year 3- (October 2014-September 2015)- \$89,000

Invoices shall be paid by the Town within thirty (30) days of receipt.

10. If a Deputy Sheriff position assigned to Town under this Agreement is left vacant for more than forty-five (45) consecutive days, and the Sheriff does not temporarily assign another deputy to Town to fill the vacant position, then beginning on the forty-sixth (46th) day County shall prorate the cost billed to Town for that vacant Deputy Sheriff position for so long as the position remains vacant beyond that date. Any prorated amount reducing Town's payment obligation under this Agreement shall be credited to Town's next scheduled quarterly payment to County.

11. The Town agrees to report immediately to the Sheriff any misconduct, improper conduct or illegal conduct of any deputy assigned to the Town under this Agreement.

12. In the event the Sheriff and County have assisted the Town in the successful application for a State or federal grant for the purpose of financing all or any part of any additional law enforcement services, then in such event the Sheriff and County agree to exercise their best efforts to administer any such grant in accordance with its rules and regulations and to assist compliance by the Town with the applicable grant terms.

13. Town agrees to provide adequate office space for the deputies to perform their administrative duties pursuant to their law enforcement duties until this contract terminates.

14. The term of this contract shall be for a period of four (4) years commencing on July 1, 2013, and shall continue through June 30, 2017, unless sooner terminated as provided herein below. Notwithstanding anything herein to the contrary, the Town's obligations under

this Agreement, and the grant agreement between the County and the North Carolina Department of Transportation (the "Grant Agreement"), for Traffic Deputies shall not be terminated by the Town prior to (i) completion of both the Town's and County's obligations under the Grant Agreement, or (ii) early termination of the Grant Agreement as provided for therein. This obligation shall survive the termination of any other portion of this Agreement and shall be governed by the terms herein.

15. Nothing in the performance of this Agreement shall impose any liability for claims against the County other than claims for which liability may be imposed by applicable law.

16. Nothing in the performance of this Agreement shall impose any liability for claims against the Town other than claims for which liability may be imposed by applicable law.

17. This Agreement may be terminated by any party at will, without cause, by providing written notice to the other parties, such termination to be effective six (6) months from the date of the written notice.

18. All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address as shown below, or such other address as it may designate, by notice given as aforesaid:

If to the County:

**Sheriff Eddie Cathey**  
Union County Sheriff's Office  
3344 Presson Road  
Monroe, NC 28112

with copy to: **County Manager**  
Union County Manager's Office  
500 N. Main St., Suite 918  
Monroe, NC 28112

If to Town:

**Town Manager**  
130 Blythe Drive  
P.O. Box 2430  
Indian Trail, NC 28079

19. Each party to this Agreement will be responsible for its own actions in providing service under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

20. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

21. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

22. This Agreement constitutes the entire agreement of the parties. There are no other agreements, oral or written, other than those in this Agreement. Any amendments to this agreement must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties acting under authority of their respective governing bodies, have caused this Agreement to be duly executed, this the day and year first above written.

ATTEST:

BY:   
Lynn G. West, Clerk to the Board

UNION COUNTY

BY:   
Cynthia A. Coto, County Manager

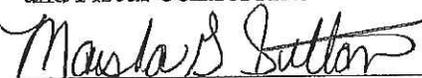
ATTEST:

BY:   
Town Clerk Peggy Piontek

TOWN OF INDIAN TRAIL

BY:   
Mayor Michael L. Alvarez

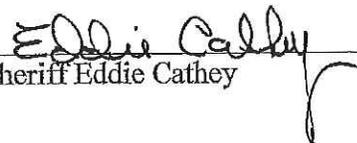
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Town Finance Officer Marsha Sutton

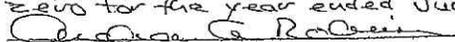
WITNESS:

BY: 

SHERIFF OF UNION COUNTY

BY:   
Sheriff Eddie Cathey

Approved as to Legal Form 

This Instrument Has Been Preaudited In The Manner Required By The Local Government Budget And Fiscal Control Act in the amount of zero for the year ended June, 30, 2013.  
  
Deputy Finance Officer 4/25/2013

STATE OF NORTH CAROLINA

AMENDMENT

COUNTY OF UNION

This Amendment, made and entered into as of the 12<sup>th</sup> day of January, 2016, by and among Union County, North Carolina (hereinafter referred to as "County") and the Town of Indian Trail (hereinafter referred to as "Town") and Eddie Cathey, Sheriff of Union County (hereinafter referred to as "Sheriff") shall modify as indicated that interlocal agreement among the parties dated May 1, 2013, hereinafter referred to as the "Agreement."

WITNESSETH:

WHEREAS, the Town currently contracts with the County and Sheriff Eddie Cathey to provide law enforcement services within the Town limits of Indian Trail; and

WHEREAS, pursuant to the terms of the Agreement, the Sheriff provides to the Town two Traffic Deputies (as such term is defined in the Agreement), whose positions were funded, at least in part, through grant funding received by the County through the North Carolina Governor's Highway Safety Program ("Grant Funds"), which Grant Funds are no longer available for the Traffic Deputies; and

WHEREAS, the Town desires to increase the number of deputies providing law enforcement services within the Town limits of Indian Trail and to maintain the deputy positions that were previously funded by the Governor's Highway Safety Program; and

WHEREAS, the County and the Sheriff are willing to provide additional deputies and funding in accordance with the terms of this Amendment, set forth herein.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with each other as follows:

1. The parties shall add three (3) new Deputy Sheriff positions ("New Deputy Sheriffs") to the terms of the Agreement. In addition, the Traffic Deputy positions previously funded using the Grant Funds shall be maintained, but not as Traffic Deputies; such deputies shall now be known as Deputy Sheriff positions under the Agreement. Therefore, modify the first sentence of Section 1 of the Agreement as follows:

The Sheriff agrees to station twenty-four (24) ~~nineteen (19)~~ Deputy Sheriffs (~~21~~ 24 deputies, 2 deputy sheriffs with the rank of Sergeant, and 1 deputy sheriff with the rank of Lieutenant) within the municipal limits of the Town of Indian Trail.

The sentence shall now read:

The Sheriff agrees to station twenty-four (24) Deputy Sheriffs (21 deputies, 2 deputy sheriffs with the rank of Sergeant, and 1 deputy sheriff with the rank of Lieutenant) within the municipal limits of the Town of Indian Trall.

2. Delete the second and third sentences of Section 1 of the Agreement in their entirety.
3. Effective October 1, 2015, modify the first sentence of subsection A of Section 9 of the Agreement as follows:

This subsection A applies to all costs of the County for providing services pursuant to this Agreement, ~~except for those costs related to providing Traffic Deputies, as defined herein.~~

The sentence shall now read:

This subsection A applies to all costs of the County for providing services pursuant to this Agreement.

4. Effective October 1, 2015, delete subsection B of Section 9 of the Agreement in its entirety.
5. Delete the second and third sentences of Section 14 of the Agreement in their entirety.
6. Except as otherwise set forth herein, this Amendment shall become effective according to the following schedule: (i) as to the first New Deputy Sheriff, this Amendment shall be effective as of July 1, 2015; (ii) as to the second New Deputy Sheriff, this Amendment shall be effective as of October 1, 2015; and (iii) as to the third New Deputy Sheriff, this Amendment shall be effective as of January 1, 2016. All other provisions of the Amendment not otherwise specified herein or elsewhere in this Amendment shall be effective as of the day and year first above written.
7. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

*[Signatures follow on the next page.]*

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be duly executed, this the day and year first above written.

ATTEST:

UNION COUNTY

By: Lynn D. West  
Lynn West, Clerk to the Board

By: Cynthia A. Zoto  
Cynthia A. Zoto, County Manager

ATTEST:

TOWN OF INDIAN TRAIL

By: Mary Subud  
Town Clerk Kelley Southward

By: Michael L. Alvarez  
Mayor Michael L. Alvarez

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

Tracee Karlsson  
Interim Town Finance Director ~~Marsha Sutton~~  
Tracee Karlsson

WITNESS:

SHERIFF OF UNION COUNTY

By: Deayonna Helms

By: Eddie Cathey  
Sheriff Eddie Cathey

Approved as to Legal Form JM

JM