



Town of Indian Trail

Memo

TO: Mayor and Town Council

FROM: Scott J. Kaufhold, P.E., Interim Town Manager

COUNCIL DATE: January 12, 2016

SUBJECT: 2013 Union County Sheriff's Office Agreement Amendment Approval

General Information:

Amendment is pursuant to the approved 2015-2016 Town budget.

Required Action:

Approval of the Amended UCSO Agreement

Attachments:

1. UCSO Amendment
2. 2013 USCO Agreement

STATE OF NORTH CAROLINA

AMENDMENT

COUNTY OF UNION

This Amendment, made and entered into as of the ____ day of _____, 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~~6 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 Trail.

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 West, Clerk to the Board

By: _____
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: _____

By: _____
Sheriff Eddie Cathey

Approved as to Legal Form _____

**Agreement Approved by TC 3/7/13 Spec. Me. et al*



OFFICE OF THE COMMISSIONERS AND MANAGER

500 N. Main St., Room 921 • Monroe, NC 28112 • Phone (704) 283-3810 • Fax (704) 282-0121

May 2, 2013

Mr. Joe Fivas, Manager
Town of Indian Trail
P. O. Box 2430
Indian Trail, NC 28079

Dear Mr. Fivas:

Enclosed for your file is a fully executed copy of the Interlocal Agreement by and among Union County, Sheriff Eddie Cathey and the Town of Indian Trail regarding the provision of law enforcement services within the town limits of Indian Trail.

Should you have any questions, please let me know.

Sincerely,

Lynn G. West, NCCCC
Clerk to the Board of Commissioners

Enclosure

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 8th 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.

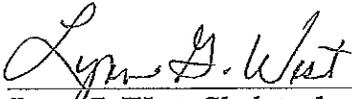
21. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

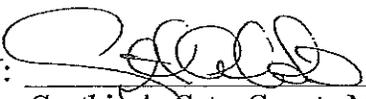
22. This Agreement constitutes the entire agreement of the parties. There are no other agreements, oral or written, other than those in this Agreement. Any amendments to this agreement must be in writing and signed by all parties.

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:

UNION COUNTY

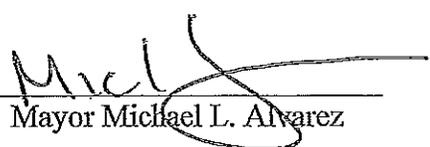
BY: 
Lynn G. West, Clerk to the Board

BY: 
Cynthia A. Coto, County Manager

ATTEST:

TOWN OF INDIAN TRAIL

BY: 
Town Clerk Peggy Piontek

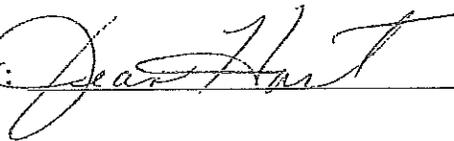
BY: 
Mayor Michael L. Alvarez

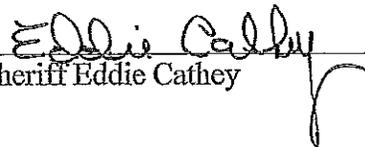
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.


Town Finance Officer Marsha Sutton

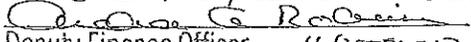
WITNESS:

SHERIFF OF UNION COUNTY

BY: 

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