

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: 24 June 2015

SUBJECT: Approval of Enhanced Law Enforcement Services contract with Town of Mills River

PRESENTER: Steve Wyatt

ATTACHMENT(S): Draft contract

SUMMARY OF REQUEST:

Attached is the draft contract for services for Enhanced Law Enforcement Services to be provided by the Henderson County Sheriff's Office to the Town of Mills River.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the contract.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the proposed agreement with the Sheriff and the Town of Mills River.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**INTERLOCAL AGREEMENT FOR
ENHANCED LAW ENFORCEMENT SERVICES**

THIS INTERLOCAL AGREEMENT FOR ENHANCED LAW ENFORCEMENT SERVICES is made between the County of Henderson, a body corporate and politic of the State of North Carolina ("the County"), Sheriff Charles S. McDonald, Sheriff of Henderson County ("the Sheriff"), and the Town of Mills River, a North Carolina municipal corporation ("Mills River").

Statement of Fact and Circumstances

- A. The geographical boundaries of Mills River lie entirely within the County; and,
- B. The Sheriff provides basic law enforcement services to the citizens of all of the County; and
- C. Mills River possesses the power, legal authority and responsibility to provide extended and enhanced law enforcement services to the citizens within its boundaries, in addition to those basic law enforcement services provided by the Sheriff outside municipal boundaries; and
- D. The Sheriff, acting together with the County, has the power and legal authority to provide such extended and enhanced law enforcement services into the geographical area of Mills River; and
- E. The County is the body corporate and politic of the State of North Carolina which provides the budget for the office of the Sheriff, pursuant to N.C. Gen. Stat. §153A-149(c)(18), and pursuant to N.C. Gen. Stat. §153A-103; and
- F. The parties have agreed upon the cost of the extended and enhanced services to be provided to Mills River by the Sheriff, and upon the other matters set forth herein; and
- G. Article 20 of Chapter 160A of the North Carolina General Statutes allows units of local government to enter into a joint undertaking, in this case together with the Sheriff, to jointly exercise any power, function, public enterprise, right, privilege, or immunity of local government.

NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:

- 1. Services. The Sheriff will provide the following extended and enhanced law enforcement services within Mills River:
 - A. Patrol. The Sheriff will provide Police Patrol Services as the first response for the enforcement of (non-traffic offense) state law, and codes and other ordinances adopted by the County and Mills River. In addition to the normal reactive patrol provided in the unincorporated areas of the County (responding to calls for service), the Sheriff shall provide proactive patrol by one officer within Mills River (to prevent and deter criminal activity) for forty (40) hours each week. The hours for the proactive patrol shall be set by the Sheriff after first consulting with

elected and appointed offices of Mills River. The deputies by the Sheriff assigned to Mills River in accordance with this Agreement will make reasonable efforts to become knowledgeable about any areas with specific crime problems within Mills River. It is expressly understood and agreed that the deputy assigned to proactive patrol within Mills River may be directed to duties outside Mills River in cases of emergency.

B. The Sheriff will provide Mills River with a completed periodic activity report with supporting documentation each quarter. The oral report shall be presented at a regular meeting of the Mills River Council.

C. The Sheriff will provide animal control enforcement of the Animal Code (Chapter 16 of the Henderson County Code) if the Town requests the same pursuant to Henderson County Code §16-2.

2. Cost of Services. Mills River will pay to the County the sum of \$109,137.00, to be paid in equal monthly installments, with each installment to be received by the County by not later than the 20th day of each month.

3. Employment Costs. Mills River will not be responsible to the County or the Sheriff for the payment of any other expense for the provision of extended and enhanced services under this Agreement except as provided in the preceding paragraph.

A. The Sheriff and the County will supply the deputies providing the services with the same issue of all uniforms and equipment, including firearms or other weapons, as the Sheriff deems useful or necessary in enabling such deputies to carry out the duties anticipated under this agreement.

B. The Sheriff will provide all administrative Support necessary for deputies providing the services.

C. The deputies providing the services shall be considered regular employees of the Henderson County Sheriff's Department and of Henderson County for all purposes. Mills River shall not be responsible for any damage to persons or property (including damages or injuries to such deputies) arising out of such deputies duties under this agreement, or arising out of the use of law enforcement vehicles assigned to such deputies. No agent, employee nor representative of Mills River shall be entitled to use or operate any vehicle under the control of the Sheriff. The Sheriff and the County, as appropriate, shall be wholly responsible for the insurance (both liability and workers compensation), licensing and maintenance of law enforcement vehicles and other equipment provided to deputies under this agreement.

3. Term. This contract will commence at midnight on 1 July 2015, and run through 11:59 p.m. on 30 June 2016.

4. Possible Extensions and Modifications.

A. The County agrees to provide notice to Mills River of the either (i) the Cost of Services for the extension of this Agreement the fiscal year beginning 1 July 2016, or (2) their unwillingness to extend this Agreement, by not later than 31 March 2016. If no such notice is given, such silence shall be taken as an offer to

extend this agreement for the fiscal year beginning 1 July 2016 at the same annual cost as then paid by Mills River.

B. If the County elects provide a new Cost of Services for the extension of this Agreement for the fiscal year beginning 1 July 2016, Mills River shall notify the County and the Sheriff whether Mills River wishes to so extend this Agreement by not later than 15 May 2016.

AGREED TO AND ENTERED by authority duly given, this the _____ day of June, 2015.

COUNTY OF HENDERSON

By: _____
STEVE WYATT, County Manager

CHARLES S. McDONALD, Sheriff of Henderson County

TOWN OF MILLS RIVER

By: _____
Jeff Wells, Town Manager