

Board of Commissioners

Terry Renegar, Chairman
James Blakley, Vice Chairman
Benita Finney
Mark Jones
Richard Poindexter

**County Manager**

David Bone
Brock Performing Arts Center
622 N Main Street
Mocksville, NC 27028
May 10, 2021 4:00 PM

AGENDA
Special Called Meeting

I. Call to Order

II. Invocation

III. Pledge of Allegiance

IV. Ethics & Conflicts Disclosure

V. Adopt Agenda

VI. New Business

1. Interlocal Agreement, Sheriff's Services - Town of Mocksville

VII. Adjourn



DAVIE COUNTY, NORTH CAROLINA BOARD OF COUNTY COMMISSIONERS

Agenda Item Details:

Date of Meeting: May 10, 2021

Department: Board of Commissioners

Resource Person: Stacy A. Moyer

ISSUE/ACTION REQUESTED:

Interlocal Agreement, Sheriff's Services - Town of Mocksville

BACKGROUND/PURPOSE OF REQUEST: Interlocal Agreement, Sheriff's Services - Town of Mocksville.

At the request of the Town of Mocksville Board of Commissioners, the Davie County Sheriff's Office has developed this interlocal agreement for Sheriff's services. The proposed agreement between the Davie County Sheriff and the Town of Mocksville for services would begin July 1, 2021 and would continue for three years, ending on June 30, 2024. The amount that the County would receive from the Town of Mocksville would be \$1,350,000 per fiscal year. There are response metrics within the agreement that must be met by the Sheriff's Office in order to be eligible to invoice the Town for the complete amount of the agreement. The County will invoice the Town of Mocksville on a quarterly basis for these services. The Town of Mocksville Board of Commissioners approved this agreement unanimously at their May 4, 2021 regular Board meeting.

FISCAL IMPACT: \$1,350,000 per fiscal year beginning in FY 2021-2022 through FY 2023-2024 (three fiscal years)

COUNTY MANAGERS; RECOMMENDATION:

The County Manager recommends that the Board consider the proposed agreement.

ATTACHMENTS:

2021 04 28 DCSO Mocksville Davie County Interlocal Agreement v6.1 -eev_ (003)

State of North Carolina
County of Davie

Interlocal Agreement

This Interlocal Agreement entered into on this the 10th day of May 2021 pursuant to N.C. Gen. Stat. § 160A-461 by and between the Town of Mocksville, a North Carolina municipal corporation, hereinafter referred to as the “Town” and the Davie County Sheriff's Office, hereinafter referred to as “DCSO” as follows:

WITNESSETH:

WHEREAS, the Town has a desire and a need to provide law enforcement services within its corporate boundaries in order to keep the peace, to enforce criminal laws of the State of North Carolina, to enforce the criminal ordinances established by the County and Town and to maintain the general peace and welfare of the Town; and

WHEREAS, the DCSO provides law enforcement services within the Town limits; and

WHEREAS, the Town Board of Commissioners desire to contract with the DCSO to provide supplemental law enforcement services to the Town; and

WHEREAS, the DCSO is willing and agreeable to provide all of the law enforcement services it now provides and may provide in the future to the Town, including employing, training, assigning and supervising additional and supplemental law enforcement officers to the Town pursuant to the Agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE as follows;

1. The Town agrees:

A. To pay The DCSO as provide in section 4 below.

B. To turn over all equipment and assets currently possessed by it that were used for Law Enforcement purposes on or before July 1, 2021, the date of the implementation of this agreement. All such equipment and assets shall become the property of Davie County. The equipment and assets shall be listed on a tentative schedule to be provided to the DCSO by the Town no later than May 10, 2021. The Town will provide a final schedule with serial numbers no later than the close of business on June 18, 2021.

C. To maintain all current contracts related to the Mocksville Police Department (MPD, including but not limited to, vehicle leases, software licenses, cloud storage and other contracts; until leases and contracts can be assigned the DCSO. If the leases cannot be assigned, and the goods and/or services are necessary to the DCSO to provide the

services detailed in this Agreement, the Town will be responsible for the leases until the Town can cancel the leases, and the DCSO will either i) obtain the goods and/or services through another lease or contract or ii) Reimburse the Town for its' costs to lease the equipment used by the DCSO. The costs of any leases or contracts assigned to the DCSO shall be absorbed by the DCSO on or July 1, 2021 and those costs are all included in the contract price. DCSO has the final determination as to the assignment of any contracts or leases.

D. The Town will also provide a schedule of all evidence in its possession to the DCSO prior to July 1, 2021. The DCSO may participate in an audit of the evidence.

E. Should the Town or DCSO request an amendment to this Agreement to assign a deputy to duties not listed in section 2 below, such duties shall be listed specifically and shall be compensated by the Town to the DCSO as agreed upon by the parties.

F. To provide a liaison to work with the DCSO and counterpart in the DCSO to facilitate a smooth contract transition. These liaisons shall be appointed by the respective parties and shall begin work immediately and continue until such time as both parties agree that the transition is completed.

G. To appropriate sufficient funds each budget year to cover the cost of this contract for the full three year term of this contract.

2. DCSO agrees:

A. To provide fully equipped and fully trained law enforcement officers for duty in the Town, with the assignment to be made under the direction and full control of the Sheriff of Davie County as to what days and hours of scheduling. Such deployment shall begin on July 1, 2021.

B. Officers of the DCSO will be responsible for performing law enforcement duties within the Town to include, but not limited to: patrolling, answering calls for service, conducting general security checks, providing information and education to the public within The Town, traffic enforcement and otherwise interact with and assist residents, businesses, and visitors. The DCSO will provide Deputies to conduct routine foot patrols in the Town's central business district on an as needed basis. The central business district is the area bounded by U.S. 64 on the south, Ken Dwiggin Drive on the north, Horn Street on the east and Salisbury Street on the west. If warranted by either statistical trends monitored by the DCSO or an increase in crime in the Town, the Sheriff will assign additional Deputies for surveillance, investigation and law enforcement.

C. The DCSO will provide security and traffic control for the special events in the Town listed on the schedule attached at Exhibit A. The DCSO shall provide security and

traffic control at other events as an extra duty event following the current format used by the DCSO for extra duty events or what is commonly referred to as a “Hustle”.

D. To provide a base number of hours that Deputies are working in the corporate limits of the Town and provide a base response time to calls for service inside the corporate limits of The Town. The base number of hours shall be seven thousand six hundred sixty six and one-half (7,666.50) hours per quarter. On average 7,666.50 hours/quarter equates to three and one-half Deputies on duty around the clock. The base response time to calls shall be 9 minutes or less for eighty per cent (80%) of calls. The base number of hours and the response times are referred to in this agreement as the “Metrics”. Metrics do not apply to the first two quarters under this Agreement as the first two quarterly payments are discounted per Section 4 below.

E. To provide to The Town on a regular basis, reports and statistical information relevant to the activities within the corporate limits of The Town.

F. To provide the necessary Law Enforcement Liability Insurance to protect the County and the DCSO.

G. To provide a liaison to work with the Town and counterpart in the Mocksville Police Department to facilitate a smooth contract transition under the same conditions as set forth in paragraph 1F above.

3. The Parties Agree:

A. That the Deputies assigned to the Town pursuant to this agreement remain employees of the Davie County Sheriff at all times during the term of this agreement. The Sherriff is an independent contractor of the Town. The Town and Town Board of Commissioners will have no role in hiring, firing, training or directing the DCSO and its employees.

B. Deputies assigned to the Town under this agreement will not perform any duties that are commonly referred to as code enforcement matters, including but not limited to the enforcement of the Town’s Zoning Ordinance, Sign Ordinance, Public Nuisance Ordinances or Open Burning Ordinance, or other matters that commonly fall outside the scope of law enforcement duties, or duties that are not listed above.

C. Notwithstanding the above, the parties understand and agree that the DCSO’s primary responsibility at all times is law enforcement and safety within all of Davie County and that circumstance may arise wherein the Sheriff determines it necessary to reassign officers from the Town for a given period of time in order to meet that primary responsibility.

D. In the event the DCSO must provide supplemental services to the Town before July 1, 2021, the Town will reimburse the DCSO for its actual increased costs on a monthly basis.

E. In the event that the DCSO has unforeseen expenses, such as but not limited to an increase in gasoline costs of more than \$3.00 / gallon; the DCSO shall request an amendment to this Agreement.

F. The Town shall retain all buildings, fixtures, furnishings, copiers and other large office equipment, decorations used by the Police Department.

4. Method of Payment of Reimbursable Expenses

A. The Town shall pay the total sum of \$1,350,000.00 per year (except as provided below) for Law Enforcement Services in the corporate limits of the Town, on a quarterly basis, beginning on July 1, 2021 term of this Agreement.

B. The parties agree that DCSO will invoice the Town on a quarterly basis for 25% of the costs of this agreement which shall be \$ 337,500 per quarter, except that the payments invoiced on July 1, 2021 and Oct. 1, 2021 shall be for \$303,750.00.

C. The parties agree that should one or both Metrics be missed during one quarter then The Town will receive a five percent discount on the next quarterly invoice due.

D. The Parties agree that should one or both Metrics be missed for three consecutive quarters then The Town will receive a 10% discount on the next quarterly invoice due.

E. The Town agrees to make payment of an invoice within fifteen days of receipt of such invoice from The County.

F. In the event of breach as defined in section 7 B 2) is not cured, and the Town fails to make payments, this Agreement shall become null and void after 60 days, with the DCSO having no further obligations under this Agreement.

5. Term of Agreement

A. The term of this agreement is three years commencing on July 1, 2021 and ending on June 30, 2024.

B. The agreement may be extended for additional and successive terms only upon consent and an Agreement signed by all parties below. It is anticipated cost in future Agreements may escalate due to inflation, or other causes.

6. Amendment to the Agreement

The agreement may be amended or modified only by agreement of all parties upon consent and in writing signed by all parties.

7. Termination of the Agreement

A. The Agreement may be terminated by either the Town or the DCSO upon giving 180 days' notice of termination in writing to the other two parties to the agreement. The County may not terminate this Agreement except for cause. The Town agrees to reimburse the County for any and all expenses incurred under the terms and conditions of this agreement up to the date of termination.

B. This Agreement may be terminated on sixty days' notice in the event of breach of this Agreement. Breach is defined in the sub-sections below. The sixty days' notice is comprised of two periods:

- 1) In the event that there is a breach, the non-breaching party shall give the other party(ies) thirty days' written notice.
- 2) If the breaching party does not cure the breach in thirty days, the adverse party may terminate this Agreement on the sixty-first day from the date of the first notice. The elements of breach are:
 - i. The Town fails to make a quarterly payment within 15 days of the due date; or
 - ii. The DCSO fails to meet the Metrics for six months in any twelve month period; or
 - iii. The DCSO is unable to meet the Metrics for three consecutive months due to reductions in the DCSO's budget.

8. Miscellaneous Terms

A. NOTICES: All notices permitted or required to be given by one party to the other party shall be sent via first class mail, courier service or delivery addressed and delivered in writing as follows:

For the Town:

Town Manager
Mocksville Town Hall
171 S. Clement Street
Mocksville, NC 27028

With a copy to:
Mocksville Town Attorney
The Brough Law Firm P.L.L.C.
1526 E. Franklin St., Suite 200
Chapel Hill, NC 27514

For the DCSO:

Davie County Sheriff
132 Government Center Drive
Mocksville, NC 27028

With a copy to:

E. Edward Vogler, Jr.
123 South Main Street
Mocksville, NC 27028

- B.** COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which constitutes a completed Agreement.
- C.** SEVERABILITY. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.
- D.** GOVERNING LAW. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

IN WITNESS WHEREOF the hereto the parties have executed this agreement the date and year first written above.

Davie County Sheriff's Office

By: _____

Sheriff

Date: _____

Town of Mocksville

By: _____

Mayor

Date: _____

ATTEST

Seal

Lynn Trivette, Town Clerk

PRE-AUDIT CERTIFICATION

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

Lynn Trivette, Finance Officer

EXHIBIT A

**SCHEDULE OF SPECIAL EVENTS - TO BE DETERMINED BETWEEN THE
SHERIFF AND THE TOWN MANAGER BEFORE EXECUTION.**