

**STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT  
For Law Enforcement/Security Services**

**PASQUOTANK COUNTY**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the CITY OF ELIZABETH CITY, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter called "CITY"), and PASQUOTANK COUNTY a body, politic and political subdivision of the State of North Carolina (hereinafter called "PASQUOTANK").

**WITNESSETH**

THAT, WHEREAS, North Carolina General Statute §160A-460, et.seq. provides that a municipal law enforcement department may agree to provide law enforcement assistance to another agency in enforcing the laws of North Carolina; and

WHEREAS, the CITY and PASQUOTANK desire to contract for City to provide security services for Pasquotank's Department of Social Services ("DSS") and

WHEREAS, CITY, through its Police Department is willing and able to furnish such services on a mutually agreeable cost sharing plan; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**1) TERM AND RENEWAL OF THE AGREEMENT**

- a) The initial term of this Agreement shall be for one year commencing September 1, 2017 and ending on August 30, 2018.
- b) Following completion of the initial term, this Agreement shall automatically be renewed for one year, unless either party notifies the other of its intention to withdraw. Such notice shall be in writing, mailed or delivered to the other party no later than ninety (90) days prior to August 30, 2018 and the withdrawal shall become effective September 1, 2018 unless otherwise agreed to by PASQUOTANK and CITY.
- c) Either party may terminate this Agreement at any time and for any reason by providing at least ninety (90) days prior written notice, mailed and delivered to the other party.

## **2) SCOPE OF SERVICES**

City shall provide security on the premises of the DSS building located at 711 Roanoke Avenue, Elizabeth City, NC (the "DSS Building") by assigning City police officers (hereinafter called "Officer") to produce security at DSS Building.

- a) The Officers shall provide security for the protection of staff and others present at the DSS Building. This shall include, but not necessarily be limited to, maintaining order and lawful conduct at the DSS Building at all times the Officer is on duty. The Officer shall also have authority to investigate criminal activity and to arrest any person at the DSS Building or on the property surrounding it for violations federal, state or local criminal law or ordinances.
- b) City shall select and assign the Officers to perform City's duties under this Agreement. Any Officer assigned by City under this Agreement shall be a fully commissioned police officer.
- c) Each Officer shall be an employee of the City and shall be subject to the administration, supervision and control of the City, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- d) The City agrees to provide and to pay the salary and employment benefits for each Officer in accordance with the applicable salary schedules and employment practices of the City, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. Officers shall be subject to all other personnel policies and practices of the City except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- e) The City, in its sole discretion, shall have the power and authority to hire, discharge, select, assign, schedule and discipline Officers. The City shall hold the County free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by Officers.
- f) In the event an Officer is absent from work, the Officer shall notify both his supervisor in the City and the principal of the DSS Building to which the Officer is assigned. The City agrees to assign another Officer to substitute for the Officer who is absent.
- g) At least one Officer shall be on duty at the DSS Building from 8:00 A.M. until 5:00 P.M. Monday through Friday except for holidays and times when the DSS Building is not open for its usual business. The DSS Director and City may modify this schedule by mutual agreement. The DSS Director may request coverage for additional hours in addition to

this usual schedule by contacting the Chief of Police for the City of Elizabeth City, or his designee.

- h) In the event of an emergency if the Officer is ordered by the City to leave their DSS Building duty station during normal duty hours as described above and to perform other services for the City, the time spent shall not be considered hours worked under this Agreement.
- i) The Officers performing services under this Agreement shall be required to wear a departmental issued uniform provided by the City. The City shall also provide each Officer with a patrol vehicle, taser weapons and ammunition, and other supplies and equipment as are issued to or provided to the City's patrol officers. The City shall be responsible for maintaining, servicing and paying all expenses for operation of the patrol vehicles.

### **3) FEES**

- a) For the services provided under this Agreement, the City shall be compensated for the hours actually worked by Officers to perform the duties under this Agreement. City shall receive compensation at the rate of \$28.69 per hour for all hours actually served by Officers under this Agreement.
- b) The rate charged by City for the services under this Agreement is calculated based on the average hourly rate for a Police Officer I averaged with that average hourly rate for a Police Officer II, with benefits included, and an administrative fee of \$2.609.
- c) City shall provide county with invoices reflecting the hours actually worked each month. The invoice total shall be based on the rate of \$28.69 times the actual hours of service provided under this Agreement.
- d) City shall bill for the services provided under this Agreement.

### **4) INSURANCE**

Each party shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

- a) Comprehensive general liability, including but not limited to premises, personal injuries, products and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
- b) Comprehensive automobile liability, including but not limited to property damage, bodily injury and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.

- c) Workers' Compensation covering statutory requirements of the State of North Carolina and Employer's Liability of not less than \$100,000 per occurrence.

## **5) NOTICES**

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail as follows:

County Manager  
Pasquotank County  
Pasquotank County Courthouse-2<sup>nd</sup> floor  
P. O. Box 39  
Elizabeth City, NC 27907

City Manager  
City of Elizabeth City  
H. Rick Gardner Municipal Administration Building – 2<sup>nd</sup> floor  
P. O. Box 347  
Elizabeth City, NC 27907

## **8) GENERAL PROVISIONS**

- a) Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- b) Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this agreement.
- c) Successors and Assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- d) Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.
- e) Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- f) Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of North Carolina.
- g) Construction of Agreement. The parties agree that each party has fully participated in their review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved

against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

- h) Relationship of Parties. The City and its Officers shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. City maintains control over its personnel and any employment rights of personnel assigned under this Agreement shall not be abridged. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this Agreement to the extent permitted under North Carolina law.
- i) Counterparts. This Agreement may be executed in three counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- j) Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties as of the effective date hereof.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by their duly-authorized representative as of the day and year written above.

<b>Pasquotank County</b>	
By: _____ Chairman, Board of County Commissioners	Date _____ Time _____
Attest: _____ Clerk to the Board	SEAL
APPROVED AS TO FORM:	Date _____
By: _____ County Attorney	Time _____
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
By: _____ Finance Director	Date _____ Time _____

<b>City of Elizabeth City</b>	
By: _____ Mayor	Date _____ Time _____
Attest: _____ City Clerk	SEAL
APPROVED AS TO FORM:	
By: _____ City Attorney	
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
By: _____	Date _____

Finance Director

Time