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# MEMORANDUM

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**To:** Members of the Finance Committee

**From:** Rich Olson, City Manager  
Eddie M. Buffaloe, Chief of Police

**Date:** August 23, 2017

**Subj:** Consideration/Discussion – Interlocal Agreement for Law Enforcement/Security Service for Pasquotank County DSS

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**BACKGROUND:**

On July 7, 2017, Chief Buffaloe and I met with Pasquotank County Manager Rodney Bunch and Finance Director Sheri Small to discuss providing law enforcement services to the Department of Social Services (DSS). The consensus of all parties involved was to have the County enter into an Interlocal Agreement with the City for provision of security services. The Interlocal Agreement would allow the assignment of up to two Elizabeth City police officers to provide security at the DSS facility on Roanoke Avenue; and that those services would be in the form of “off-duty assignments” made available to the City police officers. After several discussions, terms were all established and presented in the attached Interlocal Agreement.

**ANALYSIS:**

City and County staff have determined that there is a need for daily security at the DSS facility during normal operating hours. City officers will be utilized to provide security for the staff and visitors at the DSS building; and for ensuring lawful conduct.

An Interlocal Agreement was drafted, which would allow the officer(s) to have authority to investigate criminal activity and to arrest any person at the DSS facility, or on the property surrounding it for violations of federal, state or local criminal law and ordinances. Some of the main provisions listed in the agreement are, as follows:

1. At least one officer shall be on duty at the DSS Building from 8:00 a.a. until 5:00 p.m., Monday through Friday, with the exclusion of holidays. The DSS Director and City may modify this schedule by mutual agreement;
2. The DSS Director may request coverage for hours in addition to the usual schedule by contacting the Chief of Police or his designee;
3. In the event of an emergency, if the officer is ordered by the City to leave the DSS facility during normal duty hours in order to perform other services for the City, the time spent shall not be considered hours worked under this Agreement;
4. The officers performing services under this Agreement shall be required to wear a department-issued uniform provided by the City. The City shall also provide each officer with a patrol vehicle, taser, weapons, ammunition and other supplies and equipment, as are issued to the City’s patrol officers.
5. The City shall be responsible for maintaining, servicing and paying all expenses for operation of the patrol vehicles.

A rate of pay was agreed upon, which was comprised by taking the average of a Police Officer I and Police Officer II salary (including benefits); equating to \$26.081 per hour. A 10% administrative fee of \$2.609 was added for a total of ***\$28.69 per hour***. A special time sheet will be completed by the officers for hours worked at DSS for record-keeping and auditing purposes.

**RECOMMENDATION:**

By motion, recommend that the City Council adopt and execute the attached Interlocal Agreement between the City of Elizabeth City and Pasquotank County for the purpose of providing law enforcement security at the DSS facility on Roanoke Avenue.