

**TOWN OF HILDEBRAN
TOWN HALL BOARD
ROOM AT TOWN OF
CONNELLY SPRINGS**

**MARCH 20, 2019
7:00 PM**

**JOINT SPECIAL
MEETING WITH
TOWN OF CONNELLY
SPRINGS
MINUTES**

CALL TO ORDER

The joint special meeting of the Town of Hildebran Council and the Town of Connelly Springs Board of Aldermen was called to order at 7:00 p.m. and the agenda was approved.

COUNCIL PRESENT

The following members of the Town of Hildebran Council were present: Mayor Wendell Hildebrand and Council Members Ben Honeycutt, Theresa Messer, Mike Smith and Jody York. Council Member Herrell was absent.

STAFF PRESENT

The following Town of Hildebran staff members were present: Attorney Redmond Dill, Town Clerk Alice Sanders and Interim Manager/Finance Officer Fredrick Rankins.

**ORDER OF BUSINESS:
DISCUSSION AND
NECESSARY ACTION
REGARDING THE
PROPOSED INTERLOCAL
AGREEMENT FOR LAW
ENFORCEMENT SERVICES
CONTRACT WITH BURKE
COUNTY AND THE BURKE
COUNTY SHERIFF**

The Hildebran Town Council and the Town of Connelly Springs Board of Aldermen discussed the proposed Interlocal Agreement for Law Enforcement Services with Burke County and the Burke County Sheriff's Office that will become effective July 1, 2019, if approved. Section 11 – Indemnification was the main topic of discussion. The proposed Interlocal Agreement reads as follows:

“Should the Deputy/Deputies be injured in his employment, such that the County be required to pay out any sort of Workers Compensation costs or settlement, the Municipality shall reimburse and indemnify the County up to the County's \$350,000 limit.

Should the County be found liable for any costs or damages, or make any settlement, based upon the actions or failures to act of the Deputy/Deputies while a County employee, then the Municipality shall reimburse and indemnify the County for any such amount incurred by the County.”

Neither Town would be able to purchase Workers Compensation insurance for its dedicated deputy because the deputy/deputies would not be town employees. In

addition, the Town's general liability insurance provider, the North Carolina League of Municipalities (NCLM), informed both Towns that it would not recommend the Towns to agree to the terms of the proposed agreement.

In discussions between the Towns and the County, it was stated that the County mirrored the proposed Interlocal Agreement to the contract between the Forsyth County and the Forsyth County Sheriff's Office. However, in reviewing that contract, dated July 1, 2017 and ending June 30, 2020, there is no indemnification section.

The contract between the Burke County Board of Education and the Burke County Sheriff's Office for the provision of school resource officers, dated August 22, 2018, was also discussed. Section XIII. of the contract discusses Insurance and Indemnification. The first two categories of this section are stated as follows:

“A. Burke County Sheriff's Office (BCSO) acknowledges that it and its School Resource Officers (SROs) are insured under Burke County's liability policy for any acts or omissions that occur or claims that are made during the term of this Agreement.

B. The Burke County Public Schools (BCPS) agrees to purchase and maintain in full force and effect during the term of this Agreement a general liability coverage agreement or insurance policy with coverage in an amount of not less than One Million and No/100 Dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the Agreement.”

The staff attorney at NCLM reviewed the indemnification provisions in this agreement and advised that provisions like the ones in Section XIII of the agreement would be acceptable to NCLM.

When the County was asked about the differences between the two aforementioned contracts and the proposed Interlocal Agreement with the Towns of Hildebran and Connelly Springs, the County indicated that the aforementioned contracts are with County entities that are nonprofits. The Towns generate revenue by imposing taxes.

Both Towns agreed that they are going above and beyond by paying for its Deputy's salary, vehicle and equipment

when the County would have to provide deputy services to the Towns regardless.

Both Towns came to a unanimous consensus to offer a counterproposal to Burke County to revise the indemnification section.

Council Member Smith made a motion to direct Attorney Dill and Attorney Saunders to draft a letter to the Burke County Commissioners, with a carbon copy to Brian Steen, County Manager, and J.R. Simpson, County Esquire, to offer a counterproposal to recommend the County Commissioners consider revising the indemnification provisions to conform to provisions currently in Section XIII of the agreement between the Burke County Sheriff's Office and the Burke County Board of Education, dated August 22, 2018, and to reconsider the indemnification language in Section 11 of the proposed Interlocal Agreement and to substitute therein indemnification provisions like those found in Section XIII of the current agreement between the Burke County Sheriff's Office and the Burke County Board of Education. All voted in favor. A copy of this letter and the indemnification provisions in the BCSO and BCPS agreement is hereby incorporated by reference and made a part of these minutes (Attachment A).

ADJOURN

All business being concluded, the meeting was adjourned at 7:38 p.m. All voted in favor.

I attest these are the approved minutes of the Board.

Alice Sanders, Town Clerk

Wendell Hildebrand, Mayor