



**TOWN OF GRANITE QUARRY
TOWN COUNCIL
SPECIAL MEETING MINUTES
Monday, June 30, 2025 10:00 a.m.**

Present: Mayor Brittany Barnhardt, Mayor Pro Tem Doug Shelton, Council Member John Linker, Council Member Laurie Mack, Council Member Rich Luhrs, Town Manager Jason Hord, Town Clerk Aubrey Smith, Police Chief Todd Taylor, Finance Director Shelly Shockley

Call to Order: Mayor Barnhardt called the meeting to order at 10:00 a.m.

1. Approval of Agenda

ACTION: Council Member Linker made a motion to approve the agenda as presented. Council Member Mack seconded the motion. The motion passed with all in favor.

2. Discussion and Possible Decision Contract for Police Services

Manager Hord stated that the contract for police services with Faith was drafted by Granite Quarry's Town Attorney. There was discussion regarding the minor changes to the original draft of the contract including that the branding for the Granite Quarry-Faith Police Department remain the same and that the requirement for notification of termination of the contract be changed to 120 days for both parties. The contracted amount for one year is for \$195,798 and discussions will open on February 5, 2026 regarding renewing the contract.

ACTION: Mayor Pro Tem Shelton made a motion to approve the contract as presented. Council Member Mack seconded the motion. The motion passed 4-0.

Adjournment

ACTION: Council Member Linker made a motion to adjourn. Council Member Mack seconded the motion. The motion passed with all in favor. Mayor Barnhardt closed the meeting at 10:03 a.m.

Respectfully Submitted,

Aubrey Smith

Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF ROWAN

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES ("Agreement") is made and entered into effective July 1, 2025 by and between the TOWN OF FAITH, a North Carolina municipal corporation ("Faith"), and the TOWN OF GRANITE QUARRY, a North Carolina municipal corporation ("Granite Quarry").

Granite Quarry has provided law enforcement protection to Faith since 2006 pursuant to agreements between the two towns dated September 12, 2006 and August 15, 2013 and certain amendments thereto (all together referred to herein as the "Prior Agreement"). Faith does not have a police department and the services provided by Granite Quarry to Faith have constituted the municipal police force for Faith. Both parties are in full compliance with the Prior Agreement; however, the parties wish to revise and restate their agreement in order to more fully comply with state law and to otherwise modernize and clarify the terms and conditions of the arrangement.

NOW, THEREFORE, in consideration of mutual covenants set forth herein, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, and intending to be legally bound hereby, the parties agree as follows:

1. **LAW ENFORCEMENT SERVICES.** Faith hereby contracts with Granite Quarry for Granite Quarry to provide all law enforcement officers and law enforcement services to Faith. These services include enforcement of municipal ordinances and state statutes, patrol, traffic enforcement, crime reduction, investigations, educational services, response to emergencies and calls for police assistance and protection of Faith's citizens and businesses and their property and any other services regularly provided by the Granite Quarry Police Department to the citizens of Granite Quarry, other than any services which are specifically described herein as not being provided. The Granite Quarry Police Chief shall have the same powers as a chief of police directly employed by Faith would have if Faith had hired its own police chief, and the Granite Quarry Police Chief and the police officers of Granite Quarry are hereby delegated all powers to the same extent as if the same constituted the police force of Faith including but not limited the power to exercise all powers set forth in Article 13 of Chapter 160A of the North Carolina General Statutes in and on behalf of Faith. The Granite Quarry Police Chief is hereby designated to act as Police Chief of Faith. Operational decisions in law enforcement are, and shall continue to be, made by the Granite Quarry Police Chief based on his or her professional judgment. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Granite Quarry Police Department pursuant to Granite Quarry's policies and procedures.

2. **COORDINATION.** A committee made up of both Mayors and one other elected official from each governing board, the Granite Quarry Police Chief, and the Town Manager of Granite Quarry shall meet at least quarterly to discuss and coordinate the general level of services to be provided, the annual costs of the services, and any other matters affecting the provision of law enforcement services to Faith, subject to the understanding that by law the Granite Quarry Police Chief reports to the Town Manager of Granite Quarry who has sole supervisory authority of the Granite Quarry Police Chief. Each party agrees to work cooperatively and in good faith with the other as to all matters of discussion or disagreement.

3. **ASSIGNMENT OF PERSONNEL.** Granite Quarry shall provide 24/7/365 coverage and shall at all times have at least one officer available to answer calls in Faith. Granite Quarry officers shall patrol

Faith generally in the same manner in which they patrol Granite Quarry. No guarantee is made that there will be an officer physically within the town limits of Faith at all times or at any particular time. The Granite Quarry Police Chief, in his or her reasonable discretion, shall determine which officers shall be assigned to Faith and the schedules thereof, and may change or adjust assignments at any time. Pursuant to law, the Granite Quarry Police Chief oversees all officers and has the final authority as to any and all personnel matters; neither Faith nor any of its employees or elected officials has the right to control, direct or supervise the activities of the officers assigned to Faith.

4. VEHICLES AND EQUIPMENT. Granite Quarry shall provide all equipment and vehicles deemed reasonably necessary or convenient to fulfill its duties to Faith hereunder.

5. PAYMENT FOR SERVICES. Faith will pay Granite Quarry \$48,949.50 per quarter commencing July 1, 2025 as an all-inclusive quarterly fee for the services to be provided hereunder; payment is due within thirty days after the first day of each quarter. The parties shall meet no later than February 5, 2026 to determine the rate and go forward plan for the upcoming fiscal year, unless the parties agree otherwise in writing.

6. TERM AND TERMINATION. This Agreement shall commence and be effective as of July 1, 2025, and shall continue until June 30th, 2026. Either party may terminate this Agreement effective upon a proper vote by that town's governing board and subsequent 120 days' written notice, or by Granite Quarry upon 120 days' written notice if at any time Faith's governing board fails to appropriate funds to ensure timely payment to Granite Quarry, or by Granite Quarry upon 120 days' written notice if at any time Faith falls 120 days or more in arrears on any payments owed to Granite Quarry hereunder.

7. BREACH. If either party alleges that the other party is in breach of this Agreement, it shall give the other party written notice of such breach with particular details as to what is required to cure the breach; if the other party has not materially cured such breach within 60 days thereafter, then the other party may terminate this Agreement immediately if, or once, such termination has been duly approved by the town's governing board. Termination of this Agreement is agreed to be the sole and exclusive remedy for either party for breach of contract hereunder, except that Granite Quarry may, in addition to termination, bring an action against Faith a) in the event that there are overdue sums owed by Faith to Granite Quarry hereunder, and/or b) to enforce Faith's indemnification and hold harmless obligations under this Agreement. In any legal proceeding the prevailing party shall be entitled to be awarded all of its attorneys' fees and legal costs and expenses.

8. EFFECT ON PRIOR AGREEMENT; STATUTORY AUTHORITY. This Agreement supersedes and replaces the Prior Agreement and all other agreements or understandings between the parties related to the subject matter hereof and is the sole agreement between the parties with regard to the provision of law enforcement services by Granite Quarry to Faith. This is an interlocal agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The relationship between the parties does not constitute a joint police authority, nor is this a temporary cooperative arrangement between the parties pursuant to N.C. Gen. Stat. §160A-288, which only applies to voluntary, temporary or emergency assistance. This Agreement may not be amended nor any provision of it waived except by a written agreement authorized by the governing boards of each town; provided, however, the Granite Quarry Police Chief shall have all power and authority to adopt reasonable rules, regulations, policies and procedures for the carrying out of this Agreement not inconsistent with the terms and conditions hereof. During the duration of this Agreement the branding will be "Granite Quarry-Faith Police Department".

9. INDEMNIFICATION AND HOLD HARMLESS. Faith understands and agrees that Granite Quarry cannot and does not guarantee the effectiveness of its law enforcement services hereunder. Many circumstances can affect officers' responsiveness to calls, including but not limited to such things as staffing

levels, other calls, severity of situation, availability of vehicles, availability of backup officers, and weather events and similar acts of God. Nothing herein is intended to guarantee any particular level of safety to any part of Faith or any person or business therein. Neither party waives any sovereign immunity to which it is entitled related to the provision of police services or under any other doctrine or circumstance, and it is the intent of the parties that sovereign immunity shall protect the officers within or when acting on behalf of Faith just as if they were directly employed by Faith. Faith agrees not to sue Granite Quarry and to indemnify, defend and hold harmless Granite Quarry from and against any and all claims, actions, damages, liability, or expenses, including reasonable attorneys' fees and legal costs, incurred by or threatened against Granite Quarry in connection with the performance of its duties hereunder, or arising from or related to this Agreement, the subject matter of this Agreement, or an uncured breach of this Agreement by Faith, other than any liability arising directly from an officer of Granite Quarry's gross negligence committed within the scope and authority of his or her responsibilities hereunder or an uncured breach of this Agreement by Granite Quarry.

IN WITNESS WHEREOF, the Mayors and Town Clerks of the two parties have executed this Agreement by due authority effective as of the date first above written.

TOWN OF GRANITE QUARRY

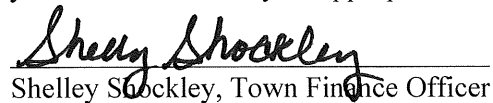
By: 
Brittany Barnhardt, Mayor

ATTEST:


Aubrey Smith, Town Clerk



This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of money to fall due under this agreement within the current fiscal year has been made by an appropriation duly authorized.


Shelley Shockley, Town Finance Officer

6/30/25
Date

TOWN OF FAITH

By: Randall Barger
Randall Barger, Mayor

ATTEST:

Karen C. Fink
Karen Fink, Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Provision for the payment of money to fall due under this agreement within the current fiscal year has been made by an appropriation duly authorized.

Karen C. Fink
Town Finance Officer

06-10-25
Date