

A REPORT  
FOR THE PURPOSE  
OF  
CREATING  
SIX COUNTY SERVICE  
DISTRICTS FOR  
LAW ENFORCEMENT  
SERVICES

MARCH 2018



In Accordance With North Carolina General Statute  
153A-302

In accordance with the standards by which districts may be established as set forth in G.S. 153A 301(a)(10) the Board of County Commissioners may define any number of service districts to provide Law Enforcement services if all of the following apply:

1. The population of the county is (i) over 900,000 according to the most recent federal decennial census, and (ii) less than ten percent (10%) of the population of the county is in an unincorporated area according to the most recent federal decennial census.
2. The county has an interlocal agreement or agreements with a municipality or municipalities for the provision of law enforcement services in the unincorporated area of the county.

According to the 2010 Census, Mecklenburg County had a population of 919,628 and the unincorporated areas had a population of 73,731. Using these numbers, a total of 8% of the population lived in the unincorporated areas of Mecklenburg County as of the time the 2010 Census was conducted.

<b>Jurisdiction</b>	<b>Population at 2010 Census</b>	<b>Unincorporated Percentage of Population</b>
Mecklenburg County	919,628	
<i>Unincorporated Mecklenburg County</i>	<i>73,731</i>	8%

\*\*Data from 2010 Census

In addition, the County has, or will have, interlocal agreements with municipalities for the provision of law enforcement services, which will cover all unincorporated areas. As such, the Board of County Commissioners is authorized to create Law Enforcement Service Districts.

Additionally, in determining whether to establish a service district in order to finance, provide or maintain law enforcement services, in addition to, or to a greater extent than those financed, provided or maintained for the entire county, the Board of Commissioners must cause a report to be prepared containing the following:

1. A map of the proposed district, showing its proposed boundaries;
2. A statement showing that the proposed district meets the standards set out in G.S. 153A-302(a); and
3. A plan for providing the proposed services to the district.

On February 20, 2018 the Mecklenburg County Board of Commissioners authorized staff to proceed with the preparation of a report for the purpose of creating six (6) separate law enforcement service districts covering the unincorporated areas of the City Charlotte, Davidson, Cornelius, Huntersville, Mint Hill and Pineville. This report has

been prepared by the County Manager's Office, in conjunction with, the Office of Management and Budget, the Tax Assessors and the Tax Collectors Departments pursuant to said authorization.

(1) There are six (6) separate proposed law enforcement districts: the unincorporated areas of the City of Charlotte, Davidson, Cornelius, Huntersville, Mint Hill and Pineville. Attached as Exhibit A is a collection of maps showing these six (6) areas:

- A.1 shows the City of Charlotte. The area shown as "unincorporated" is the area to be included within the proposed Charlotte law enforcement service district.
- A.2 shows Davidson and the "unincorporated" area to be included within the proposed Davidson law enforcement service district.
- A.3 shows Cornelius and the "unincorporated" area to be included within the proposed Cornelius law enforcement service district.
- A.4 shows Huntersville and the "unincorporated" area to be included within the proposed Huntersville law enforcement service district.
- A.5 shows Mint Hill and the "unincorporated" area to be included within the proposed Mint Hill law enforcement service district.
- A.6 shows Pineville and the "unincorporated" area to be included within the proposed Pineville law enforcement service district.

(2) In determining whether to establish a proposed law enforcement service district, the Board of Commissioners shall consider all the applicable standards set forth in G.S. 153A- 302(a) as follows:

A. The resident or seasonal population and population density of the proposed district:

<b>The Resident Population and Population Density of the Proposed Districts</b>				
<b>AREA NAME</b>	<b>AREA TYPE</b>	<b>POPULATION</b>	<b>SQUARE MILES</b>	<b>POPULATION DENSITY PER SQUARE MILE</b>
Charlotte	Unincorporated	60,450	67.54	895
Davidson	Unincorporated	5,644	7.48	755
Cornelius	Unincorporated	2,434	2.32	1,050
Huntersville	Unincorporated	9,354	19.65	476
Mint Hill	Unincorporated	7,290	11.58	630
Pineville	Unincorporated	3,567	1.03	3,464

\*\*Data from the Applied Geographic Systems 2017 Block Group data

- B. The estimated resident population of the entire unincorporated area for:

<b>Estimated Resident Population of the Entire Unincorporated Area</b>		
<b>AREA NAME</b>	<b>AREA TYPE</b>	<b>POPULATION</b>
Charlotte	Unincorporated	60,450
Davidson	Unincorporated	5,644
Cornelius	Unincorporated	2,434
Huntersville	Unincorporated	9,354
Mint Hill	Unincorporated	7,290
Pineville	Unincorporated	3,567

\*\*Data from the Applied Geographic Systems 2017 Block Group data

- C. The appraised value of property subject to taxation in the proposed district;  
Appraised values are as of January 1, 2017:

<b>Appraised Value of Property Subject to Taxation in Proposed Districts</b>		
<b>Districts</b>	<b>Area Type</b>	<b>Appraised Values</b>
Charlotte	Unincorporated	5,086,832,876
Davidson	Unincorporated	242,304,262
Cornelius	Unincorporated	63,790,749
Huntersville	Unincorporated	1,480,027,915
Mint Hill	Unincorporated	400,037,080
Pineville	Unincorporated	266,702,110

\*\* Data from the County Assessor's Office and the Office of Management and Budget

- D. The present tax rates of the county and any cities or special districts in which the districts or any portion thereof is located:

The present tax rate for those properties in the unincorporated County in Mecklenburg County for 2017-2018 is a County-wide tax rate of \$0.8157 and the law enforcement service district (LESD) rate of \$0.2146, per one hundred dollars valuation.

Currently there are also fire districts with a separate tax rate in the unincorporated areas.

<b>Tax Rates Per \$100 Valuation</b> (Jurisdictions where Mecklenburg County collects all ad valorem taxes.)	
<b>Jurisdiction</b>	<b>2017-2018 Rate</b>
County- Wide	0.8157
LESD Rate	0.2146
<b>Fire District Tax Rates for Unincorporated Areas</b>	
<b>Jurisdiction</b>	<b>2017-2018 Rate</b>
City of Charlotte (Includes Pineville Sphere)	0.080
Davidson	0.085
Cornelius	0.057
Huntersville	0.050
Mint Hill	0.080

- E. The ability of the proposed districts to sustain the additional taxes necessary to provide the services planned for the districts:

At present, Mecklenburg County levies a law enforcement service district rate of \$0.2146, per one hundred dollars valuation, in the unincorporated area of the County to fund law enforcement services.

Contracts for law enforcement services for FY2019 have been negotiated for each of the proposed districts. The cost for services defined in each agreement is such that it will not exceed revenues estimated to be generated from an assumed \$0.2146 tax rate or the equivalent revenue neutral tax rate. Nothing in this Report should be read to imply, or be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ.

Because of this, the proposed six (6) unincorporated area law enforcement service districts should be able to sustain the taxes to pay for law enforcement services in addition to existing fire service district taxes and the ad valorem taxes to be charged county-wide since the existing county-wide unincorporated area law enforcement service district will be terminated for FY2019.

- (3) A plan for providing law enforcement services in the proposed law enforcement service districts:

- A. By contract with the City of Charlotte, Mecklenburg County plans for law enforcement services to continue to be provided to the Charlotte unincorporated area, to the Davidson and Mint Hill unincorporated areas, and to the unincorporated portion of Huntersville where the McGuire Nuclear Plant is located, through the services of the Charlotte-Mecklenburg Police Department.
- B. By contract with the Town of Cornelius, Mecklenburg County plans for law enforcement services to be provided to the Cornelius unincorporated area, through the services of the Cornelius Police Department.
- C. By contract with the Town of Huntersville, Mecklenburg County plans for services to be provided to the reduced Huntersville unincorporated area, through the services of the Huntersville Police Department.
- D. By contract with the Town of Pineville, Mecklenburg County plans for services to be provided to the Pineville unincorporated area, through the services of the Pineville Police Department.

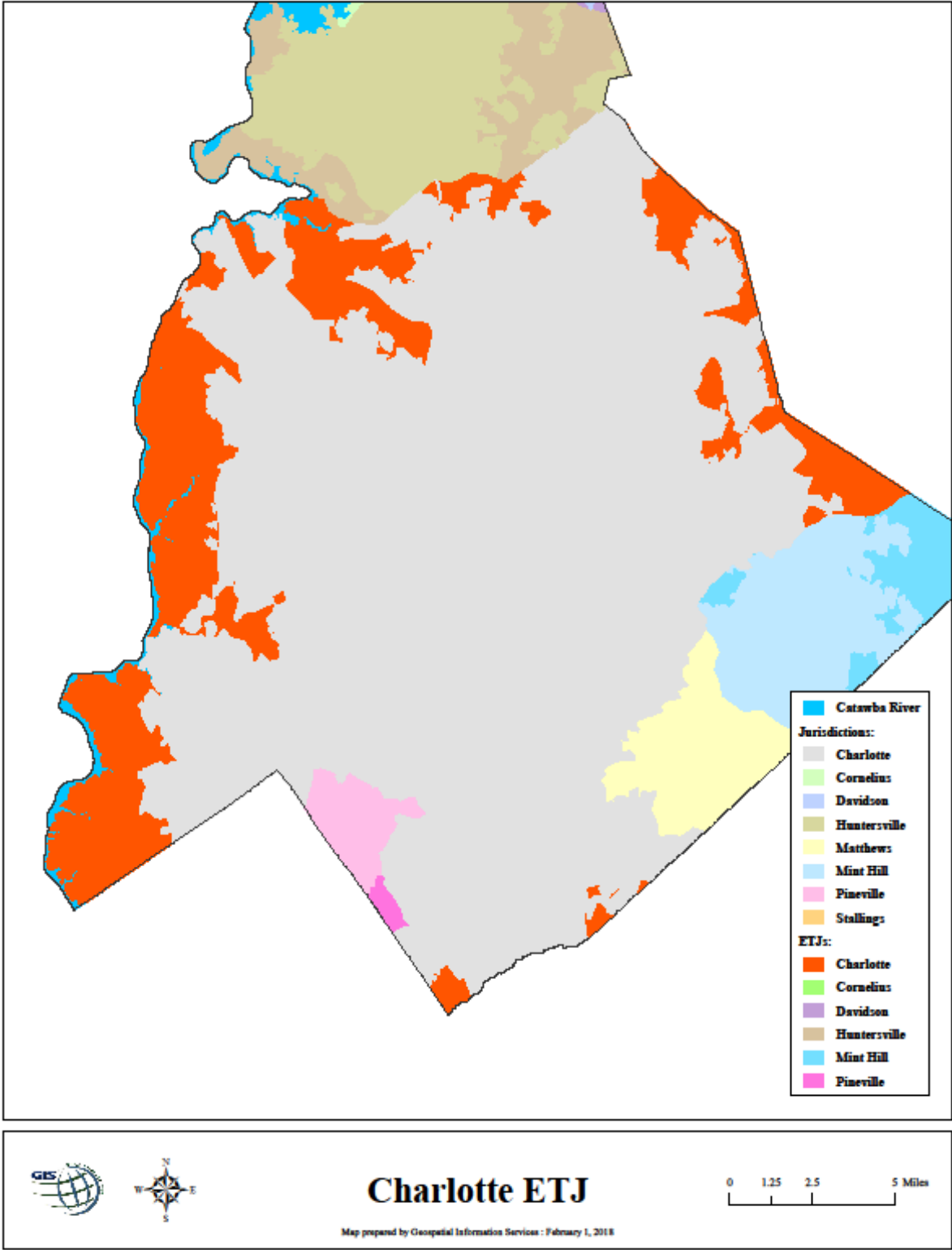
These currently approved contracts with the City of Charlotte, and the Town of Huntersville, and proposed contracts with the Towns of Cornelius and Pineville, are attached as Exhibits B.

## **EXHIBIT A: MAPS**

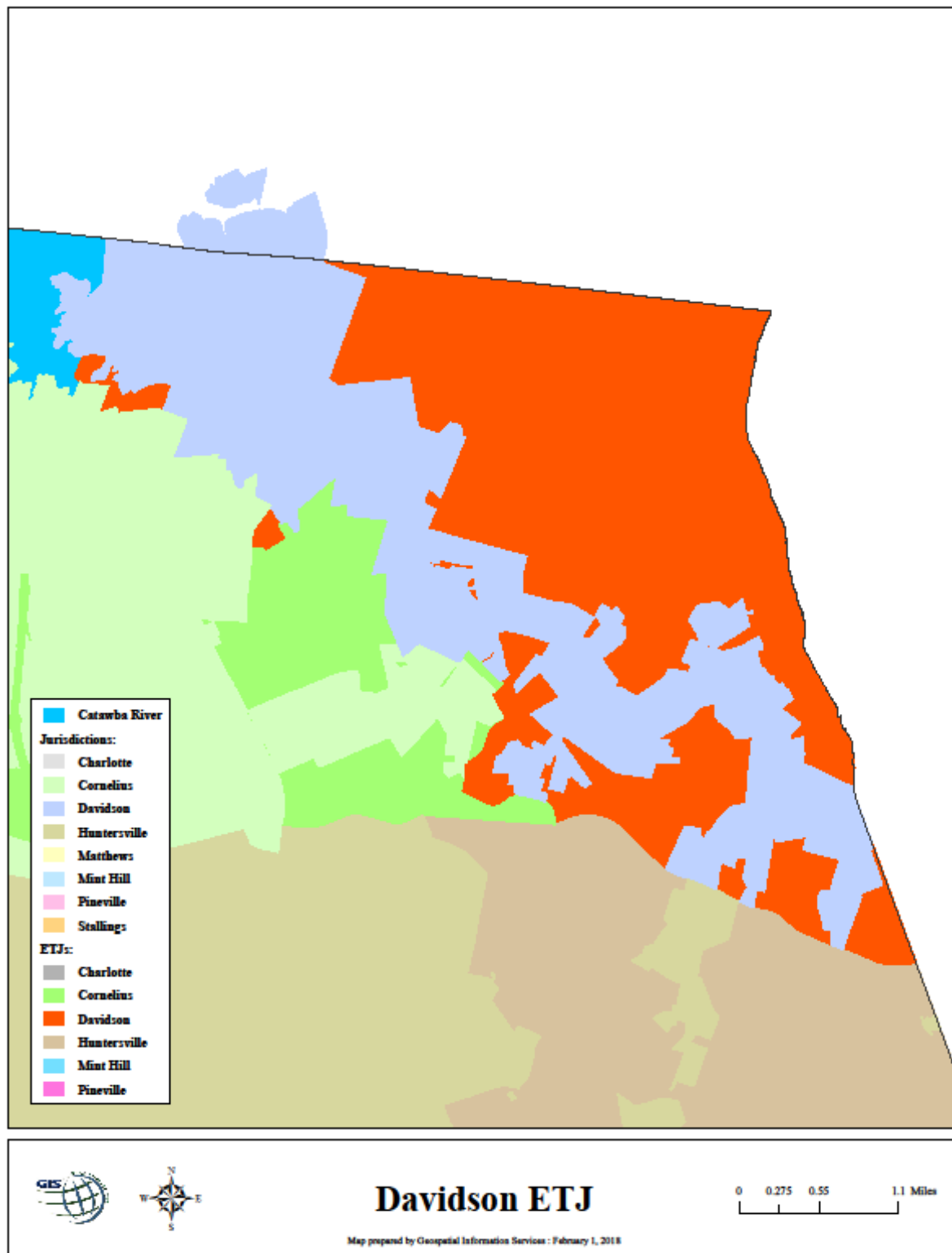
MAPS OF THE EXTRA-TERRITORIAL  
JURISDICTIONS FOR CHARLOTTE,  
DAVIDSON, CORNELIUS,  
HUNTERSVILLE, MINT HILL, AND  
PINEVILLE

**EXHIBIT A: MAPS**

**A.1 - City of Charlotte Extra-Territorial Jurisdiction (ETJ)**

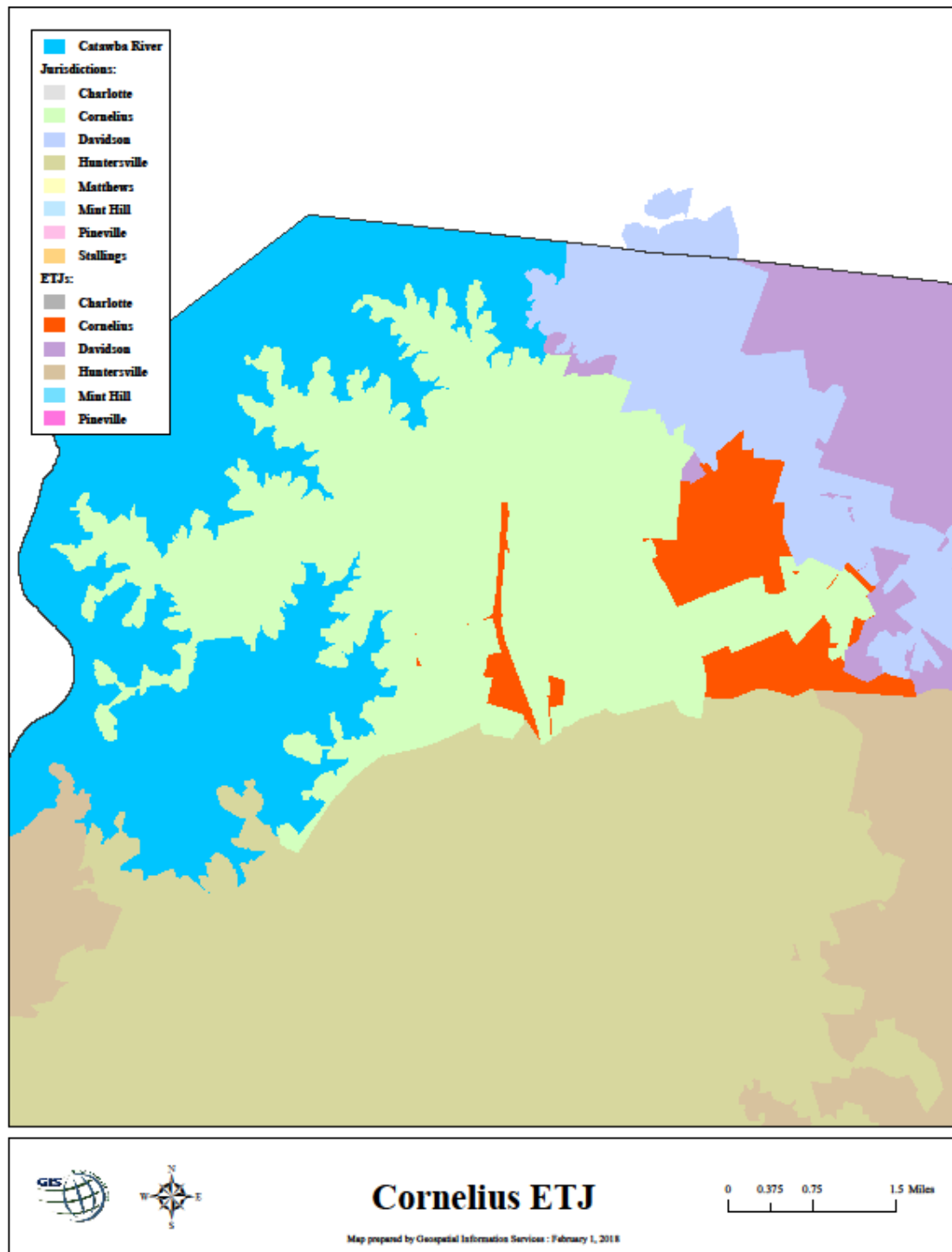


## A.2- Davidson Extra-Territorial Jurisdiction (ETJ)

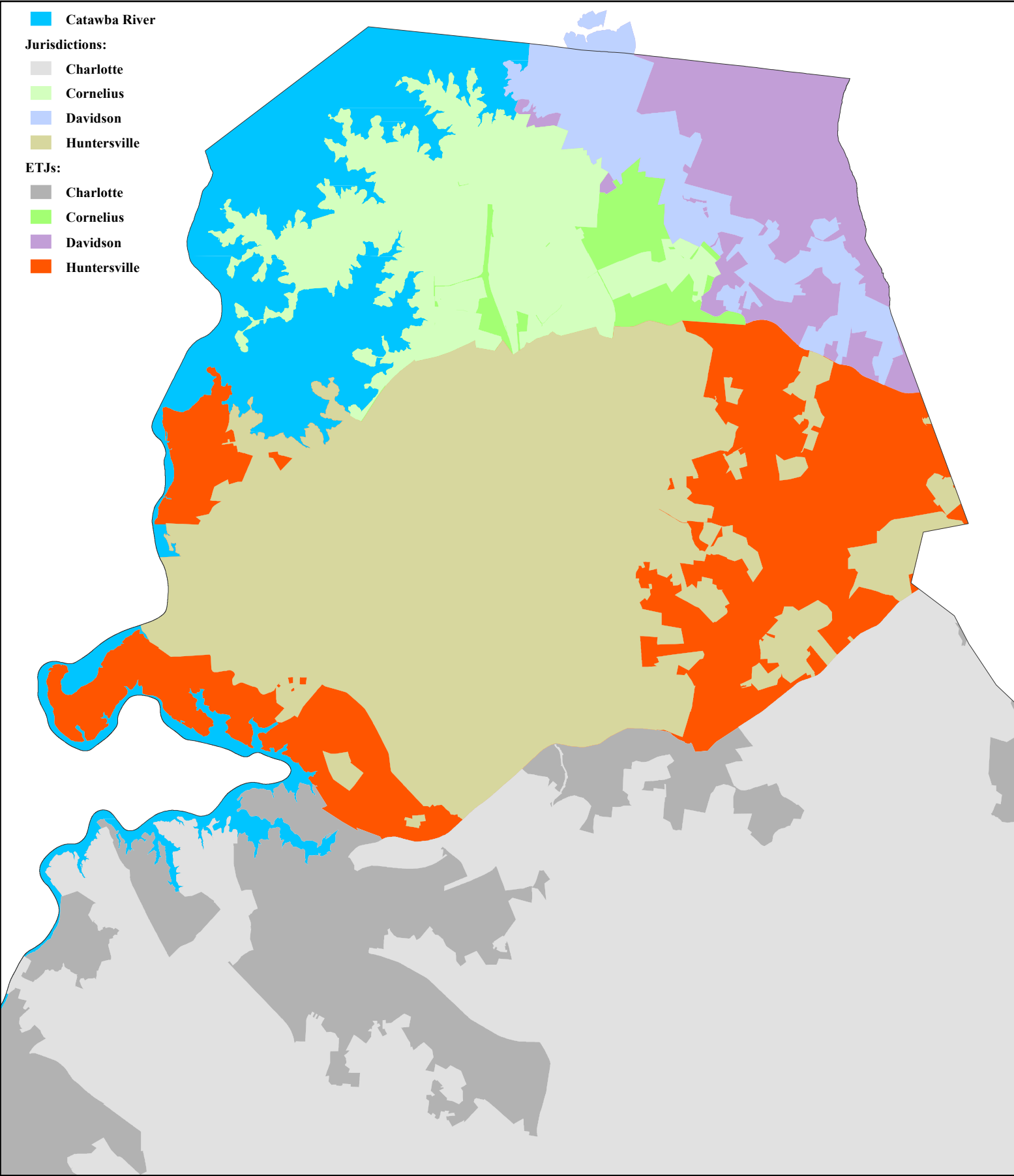




### A.3- Cornelius Extra-Territorial Jurisdiction (ETJ)



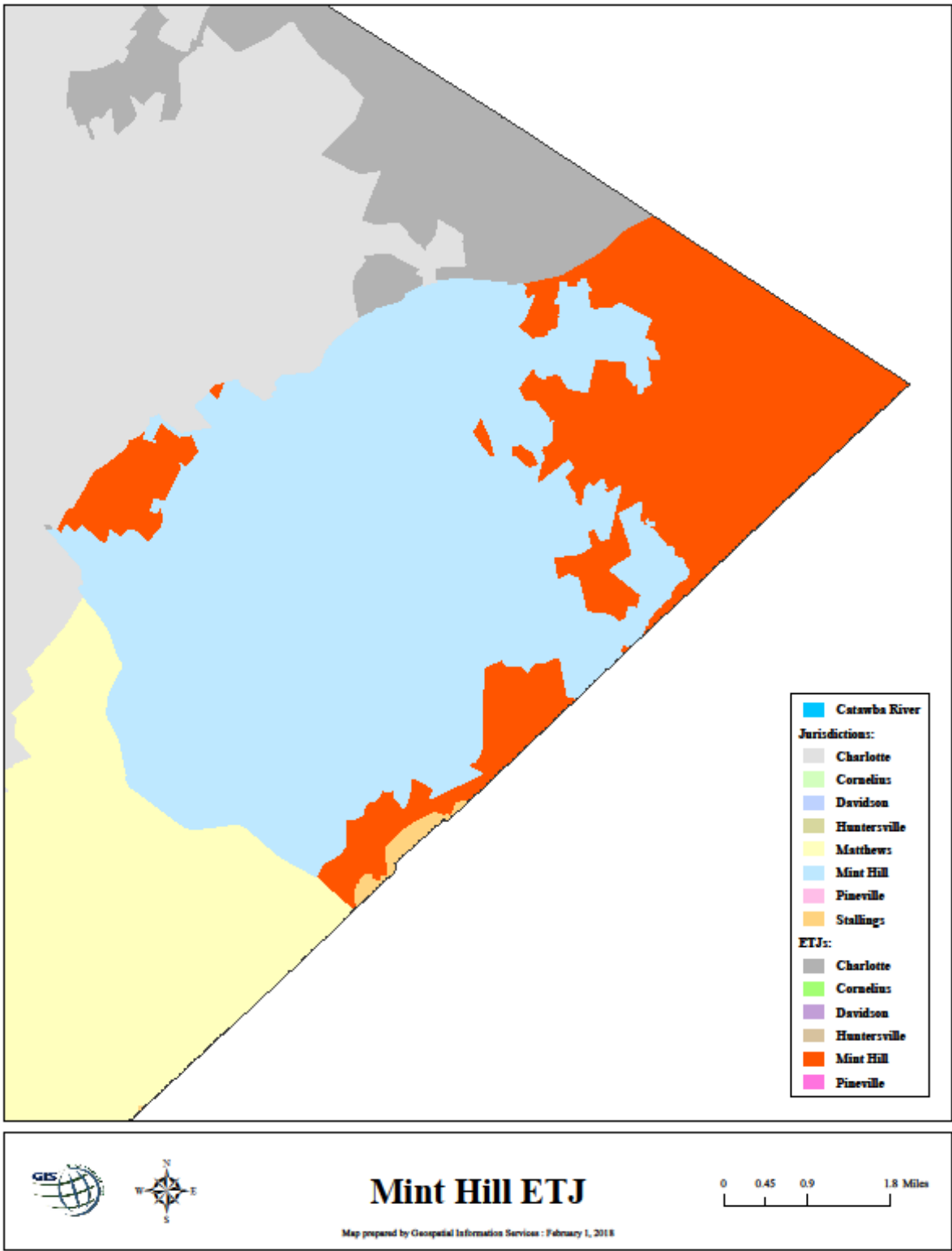
A.4 – Huntersville Extra-Territorial Jurisdiction (ETJ)



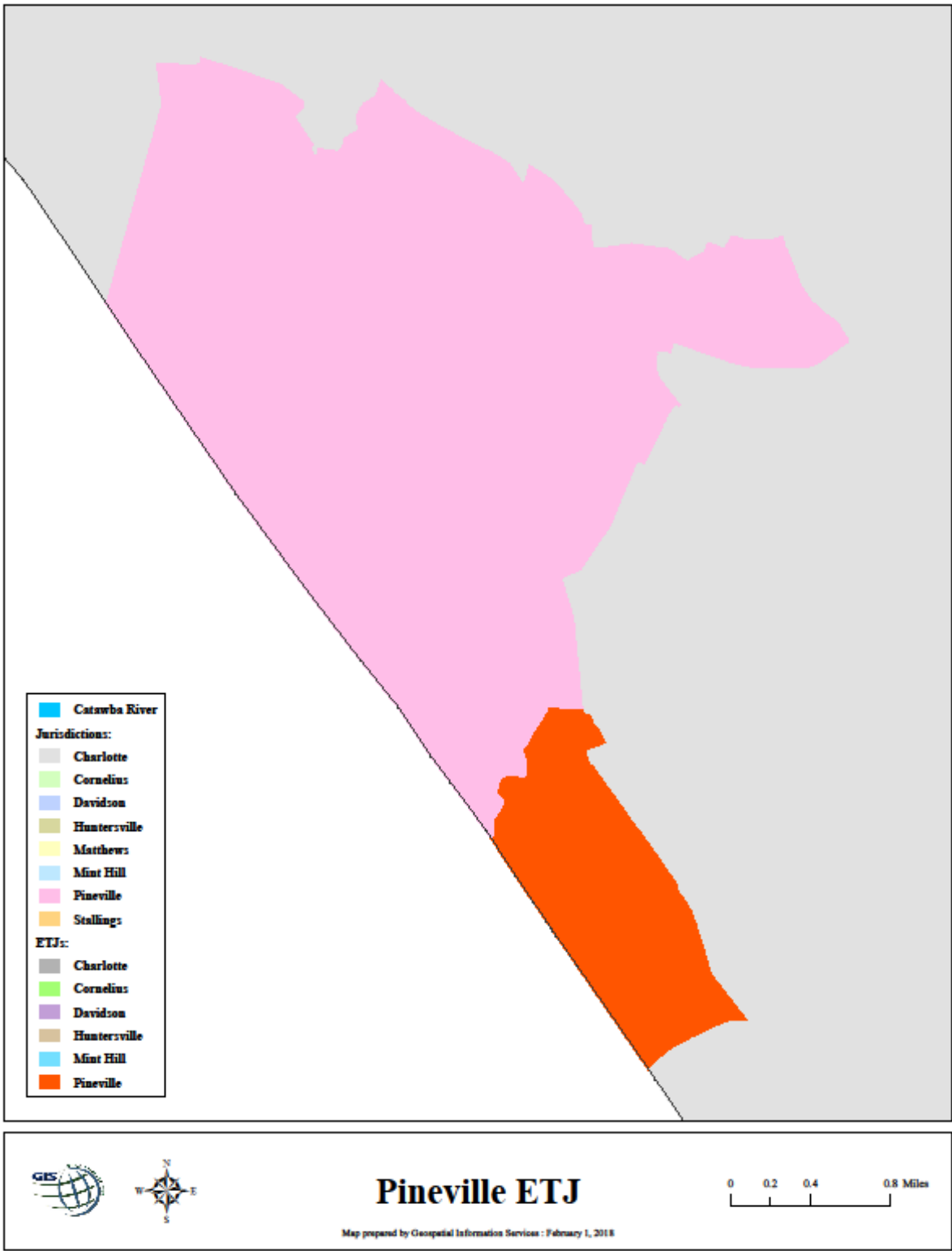
# Huntersville ETJ



A.5 - Mint Hill Extra-Territorial Jurisdiction (ETJ)



A.6 – Pineville Extra-Territorial Jurisdiction (ETJ)



## **EXHIBIT B: INTERLOCAL AGREEMENTS FOR POLICING SERVICES**

THESE CURRENTLY APPROVED  
CONTRACTS WITH THE CITY OF  
CHARLOTTE, AND THE TOWN OF  
HUNTERSVILLE, AND PROPOSED  
CONTRACTS WITH THE TOWNS OF  
CORNELIUS AND PINEVILLE, ARE  
ATTACHED AS EXHIBITS B.

**B.1**  
**Approved Interlocal Agreement with the City  
of Charlotte**

## **EXHIBIT B**

These currently approved contracts with the City of Charlotte and the Town of Huntersville, and proposed contracts with the Towns of Cornelius and Pineville, are attached as Exhibits B.

### **B.1- Approved Interlocal Agreement with the City of Charlotte**

**NORTH CAROLINA  
MECKLENBURG COUNTY**

#### **2018 AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND MECKLENBURG COUNTY FOR THE CONTINUED CONSOLIDATION OF THE CHARLOTTE- MECKLENBURG POLICE DEPARTMENT**

This Agreement is effective as of July 1, 2018, by and between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **CITY OF CHARLOTTE** (hereinafter the "City"), a municipal corporation organized under the laws of the State of North Carolina.

#### **W I T N E S S E T H:**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the General Statutes and Chapter 1170, Session Laws of 1969, by that agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg Police Departments" (hereinafter "Original Consolidation Agreement"); and

**WHEREAS**, the City and County entered into a subsequent agreement for the continued consolidation of the Charlotte-Mecklenburg Police Department effective July 1, 1996 (hereinafter "1996 Agreement"); and

**WHEREAS**, the County terminated the 1996 Agreement effective June 30, 2018; and

**WHEREAS**, the City and County now desire to enter into this new police consolidation agreement, which replaces in its entirety the Original Consolidation Agreement and the 1996 Agreement.

**NOW, THEREFORE**, in consideration of the premises and the fulfillment of the terms of this Agreement, the County and the City agree as follows:

#### **1. Purpose of Agreement.**

The purpose of this Agreement is to specify the details of the continued consolidation of the Charlotte-Mecklenburg Police Department ("CMPD"), which is operated and administered by the City, and to specify the law enforcement services (hereinafter "police services" or "law enforcement services") to be provided by the City within those areas of unincorporated Mecklenburg County as specified herein.

## **2. Functions and Facilities to be Consolidated.**

In accordance with the terms of the Original Consolidation Agreement and the 1996 Agreement, certain functions and facilities have remained and will continue to remain with Mecklenburg County. In addition, certain functions have been consolidated and will continue to be consolidated under the CMPD. These functions and facilities are indicated below:

(a) Functions and facilities that remain with Mecklenburg County

Building Security

Intake Center/Arrest Processing

(b) Functions to continue to be consolidated under the City of Charlotte:

All Divisions of the former Mecklenburg County

Police Department except those noted in (a) above.

## **3. Lease of Space for Police Operations.**

The County agrees to continue to work with the City for CMPD use of County park facilities on Mountain Island Lake and Lake Wylie used by CMPD for lake patrol activities. The use of these facilities will be covered by a separate agreement or separate agreements.

## **4. Personal Property.**

All personal property previously transferred by the County to the City pursuant to the Original Consolidation Agreement shall remain the property of the City to be used or disposed of as the City sees fit.

## **5. Police Services.**

- (a) The County is contracting with the City to provide law enforcement services within the extra-territorial jurisdiction areas of the City, the Town of Davidson, the Town of Mint Hill, and the portion of the Town of Huntersville's extra-territorial jurisdiction area where the McGuire Nuclear Plant is located (each an "ETJ Area" and collectively the "ETJ Areas") The ETJ Areas as of the date of execution of this Agreement are shown in Attachment A. The ETJ Areas will change from time to time as annexation and de-annexation occurs.
- (b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the ETJ Areas will be established by the Chief of Police of CMPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the Department's mission to be responsive to those needs.
- (c) The CMPD will comprehensively police the ETJ Areas with levels of service that are seamless and consistent with the adjoining areas of the City. All of the police resources provided in the City limits will be provided to the ETJ Areas as crime and crime trends dictate to include; routine patrols, 911 response, criminal investigations, logistics and administrative services. The CMPD will utilize a holistic policing approach within the ETJ Areas with a focus on community service and crime suppression by working together with the community to solve problems.



- (d) Any dispute involving police services or costs thereof will be resolved by consultation between the City and County Managers as provided in Section 13.
- (e) The CMPD shall submit to the County Manager and Board of County Commissioners quarterly written reports to include the following minimum data, broken out into the ETJ Areas of the City, the Town of Davidson, the Town of Mint Hill, and the portion of the Town of Huntersville's extra-territorial jurisdiction area where the McGuire Nuclear Plant is located:
- i. Total number of citizen generated calls for service responded to by on-duty CMPD officers in the ETJ Areas including total Events, Units, and Service Time (hours), type of call, response times from dispatch to arrival, and priority of calls.
  - ii. Historical Response Times and Calls for Service data for Huntersville, Pineville, and Cornelius for the previous five years in the ETJ Areas for those respective towns, to be provided upon commencement of this Agreement.
  - iii. Number and type of officer initiated activities across the ETJ Areas.
  - iv. Special Operations Division Deployment in the ETJ Areas.
  - v. Traffic Related Incidents in the ETJ Areas including traffic stop and traffic accidents with separate count of fatalities and DWIs across Mecklenburg County outside the corporate City limits of Charlotte.
  - vi. Description and number of Community Events in Patrol Divisions.
  - vii. Description of any additional assistance provided to the towns including training.
  - viii. Description of non-sensitive special police initiatives that occurred in the ETJ Areas and abutting CMPD Patrol Divisions as captured by the computer aided dispatch system.
  - ix. Number of adult arrests in the ETJ Areas and statistics for comparative purposes.
  - x. Number of items of evidence and property seized, collected, processed and stored in the ETJ Areas by CMPD.
- (f) Twice a year, the CMPD Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in the ETJs for Mint Hill, Davidson and the City of Charlotte, including explanations for any apparent crime trends.
- (g) The CMPD may continue to pursue the geographic decentralization service delivery model.

- (h) With respect to the ETJ Area where the McGuire Nuclear Plant is located, the City agrees to provide both emergency response and routine primary patrol coverage, including zone checks, for this area. Specifically:
- i. The CMPD will be the primary agency to patrol infrastructures related to security on Lake Norman and its shoreline and Duke Energy property as authorized by Duke Energy
  - ii. CMPD will participate and be the lead Law Enforcement Agency for all drills required by Federal and/or State regulations for Lake Norman and its shoreline.
  - iii. CMPD will be the lead Law Enforcement Agency within the Incident Command System and Unified Command System for any declared State of Emergency involving Lake Norman and/or its respective shoreline.
  - iv. CMPD will be the lead Law Enforcement Agency and be part of the existing Charlotte-Mecklenburg Emergency Operations Plan (EOP) for any natural or man-made disasters affecting Lake Norman and assist other agencies as requested under State or Regional Mutual Assistance Agreements.
  - v. CMPD will be the lead Law Enforcement Agency contact for any natural or man-made disaster affecting Lake Norman and will assist other agencies as requested under State or Regional Mutual Assistance Agreements.
  - vi. CMPD will be the lead Law Enforcement Agency and coordinate all law enforcement activities and associated events and exercises on Lake Norman associated with the Duke Energy – McGuire Nuclear Station. In addition, CMPD will be the lead Law Enforcement Agency within the Radiological Emergency Preparedness (REP) Program for real events and exercises on Lake Norman.
- (i) CMPD shall grant the Towns who use Charlotte’s dispatch system increased access to CMPD’s individual CAD and RMS data to include access to historical data over the previous five years. The CMPD will ensure that the ETJ’s are mapped with specific ETJ response areas and as a whole to allow the Towns to view and extract ETJ data. CMPD will consult with each Town’s police department to resolve technical implementation issues.
- (j) Lake Patrol responsibilities as referenced in Attachment C

6. **Police Services Funding Formula.**

- (a) The amount that the County shall pay the City for police services is set forth in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by

reference.

- (b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the City one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County's adopted Budget for that fiscal year. A reconciliation will occur following the end of each fiscal year based on actual amounts as determined by the County's audited Comprehensive Annual Financial Report (CAFR) pursuant to the Funding Formula. Settlement amounts as finally mutually determined to be due will be paid in the month following the published CAFR.

**7. Jurisdiction of Charlotte-Mecklenburg Police Department Officers.**

By its approval of this Agreement, the Board of County Commissioners, pursuant to Chapter 1170 of the 1969 Session Laws, as amended, has authorized and hereby reaffirms its authorization and empowerment of all law enforcement officers of the Charlotte-Mecklenburg Police Department to exercise throughout the County the same jurisdiction, authority, powers and rights, including arrest and service of criminal and civil process, which they are authorized by law to exercise within the City. But it is understood that the City shall not be obligated to exercise the powers referenced in this section in those portions of the County that the County has authorized another municipality to provide police services for **except** with respect to the fulfillment of mutual aid agreements by the City.

**8. Changes to City and County Ordinances.**

The City and County agree to make such changes or amendments to ordinances, rules, regulations and policies as may be required to further the interests of police consolidation and the police services to be provided by the City pursuant to this Agreement.

**9. Responsibility for Claims.**

The City will continue to be solely responsible for any and all claims and actions arising from the operation of the consolidated Charlotte-Mecklenburg Police Department on an occurrence basis from and after October 1, 1993, including but not limited to claims by third parties as well as former County employees who are employed by the City and arising out of their employment with the City. Each agrees to indemnify and hold the other harmless with respect to the claims for which it is responsible.

**10. Revenues.**

All funds related to police operations, such as the Forfeiture and Assets Fund, Police Donations Expendable Trust and Agency Fund, and Seized Assets Trust and Agency Fund have been transferred by the County to the City. Any monies received in the future by the County that would have been placed in these funds will be remitted to the City.

**11. Term of Agreement.**

In light of the terms, conditions and mutually beneficial purpose of this Agreement, and to ensure that the residents of the ETJ Areas served under this Agreement are never without quality law

enforcement services, the duration of this Agreement shall be five (5) years, but subject to termination only as hereinafter set forth. To ensure continuity of service, the County and City will adhere to the terms of this Agreement until formal termination is rendered.

This Agreement may be terminated in its entirety for any reason at the beginning of either the fourth (4<sup>th</sup>) or fifth (5<sup>th</sup>) fiscal year by either the City or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least twenty-four (24) months prior to the July 1 effective date of termination.

Both parties agree to begin negotiations on possible renewal of this Agreement at the beginning of the fourth fiscal year should such Agreement be in effect at that time.

## **12. Termination of Agreement for Default.**

Failure of the County to provide the funds to the City as required by this Agreement is an event of default which would allow the City to terminate this Agreement as provided herein.

Failure of the City to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above shall have a right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice is given, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have, within thirty (30) days after written notice is given, commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit may be waived by the party giving notice. Further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than twenty-four (24) months after the date of the notice.

## **13. Dispute Resolution Process.**

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the City and County Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers shall be final as determined by the party giving notice of termination. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

## **14. Amendments and Mutual Extension of Term.**

Any amendments to this Agreement must be in writing, approved by the City Council and the Board of County Commissioners and signed by the Mayor of the City and Chairman of the Board of County Commissioners. This term of this Agreement may be extended only by action of both the City Council and the Board of County Commissioners by a written agreement signed by the Mayor of the City and Chairman of the

Board of County Commissioners.

Executed as of the day and year first above stated by authority duly granted by the Charlotte City Council and the Mecklenburg County Board of Commissioners.

CITY OF CHARLOTTE

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Mayor

ATTEST:

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City Clerk

COUNTY OF MECKLENBURG

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Chairman, Board of Commissioners

ATTEST:

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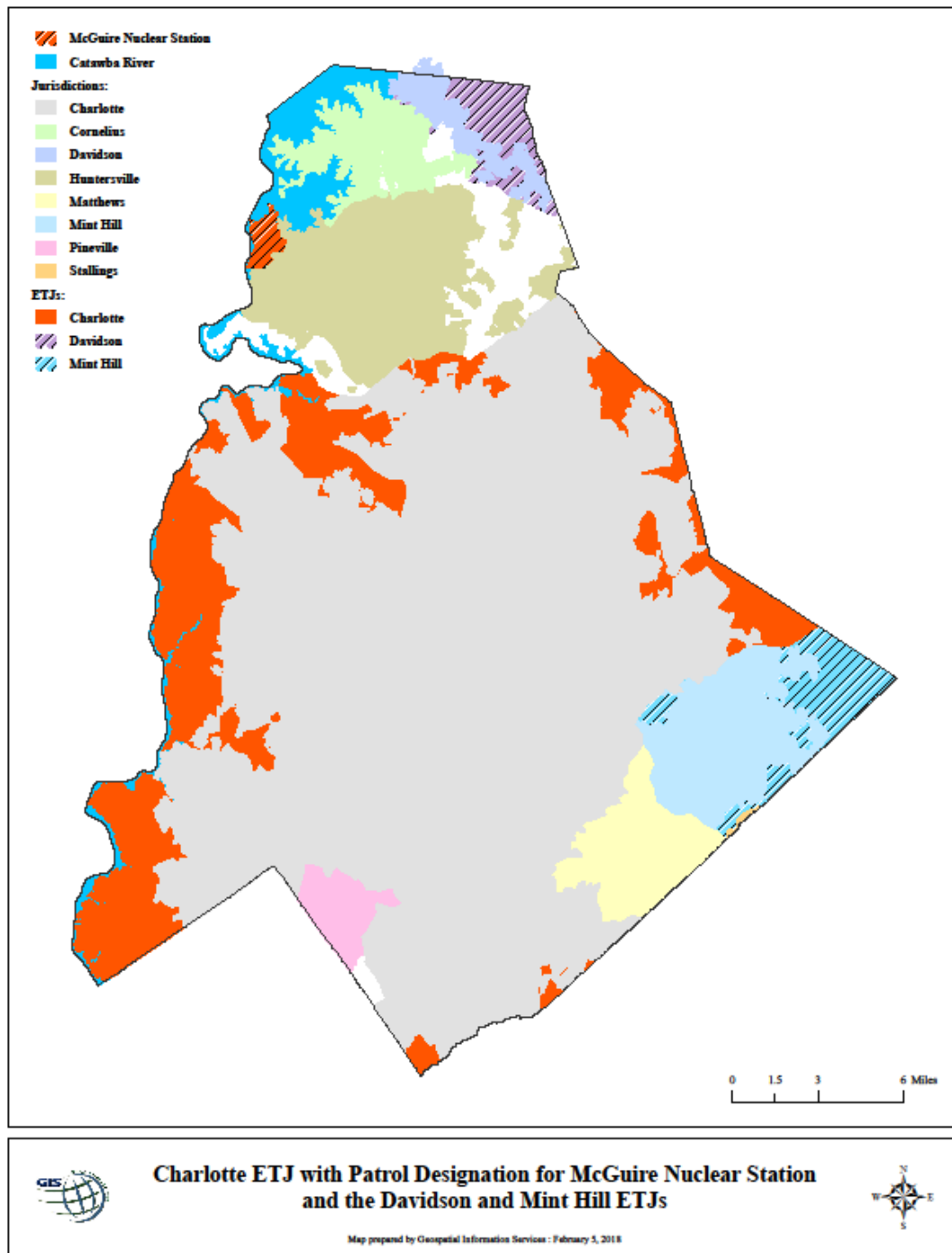
Clerk to the Board

APPROVED AS TO FORM.

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County Attorney

## ATTACHMENT A



**ATTACHMENT B**  
**Police Services Funding Formula**

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the ETJ Areas, and if so, in what amount or amounts. However, the parties have agreed that the amount of payment to the City will be partly determined by what such a maximum law enforcement service district tax of 21.46 cents would generate, if levied. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ Areas will not be interpreted in that manner.
2. In Fiscal Year 2019, the County will pay the City a minimum of \$14,000,000 plus an amount calculated as what any additional revenue over \$14,000,000 would be generated by the increase in assessed value in the ETJ Areas; this amount would be calculated as if an assumed law enforcement service district tax of 21.46 cents were levied. The minimum payment of \$14,000,000 will be increased only if the value of the estimated taxable property is such that the assumed tax rate of 21.46 cents would yield more than \$14,000,000 for the ETJ Areas. This will be considered the baseline for all future years.

For purposes ONLY of calculating the payment to the City, the current assumed property tax rate of 21.46 cents will be adjusted in years of revaluation to a revenue neutral rate per the North Carolina General Statutes [G.S. 159-11(e)].

For Fiscal Year 2020 and beyond, the calculation of the payment will be determined by adjusting the prior year's payment by the percentage of change due to natural growth in the value of estimated taxable property, as determined by the County Assessor. Natural growth does not include the increment generated from the equalization of Public Service Companies. Adjustments to increase the payment will only occur if the value of the estimated taxable property is such that the revenue neutral tax rate equivalent to an assumed tax rate of 21.46 cents would yield more than \$14,000,000 for the ETJ Areas. The maximum annual increase will be 5%.

As the property tax base in the ETJ Areas might be modified from time to time as a result of annexation, de-annexation and the addition of new assessed property or the revaluation of currently assessed property, the calculated revenue will be adjusted to reflect the totality of property values in the ETJ Areas.

3. If any portion of the ETJ Areas is annexed by the City or any other municipality after this Agreement is executed, the calculation of payment to the City shall be calculated at a

presumed law enforcement service district rate of no greater than 21.46 cents or the equivalent revenue neutral tax rate as provided above, such that the remaining property in the reduced ETJ Areas would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ Areas.



**ATTACHMENT C**  
**Lake Patrol Agreement**

1. Situational Awareness conducted by the CMPD lake enforcement officers will focus on the critical infrastructure of Lake Norman. Specifically, McGuire Nuclear Station, Cowan's Ford Dam, and the two water intakes will be patrolled on a daily basis. During these patrols, officers will be checking for suspicious boats, persons, aircraft, or other items in the water near these locations. The officers will ensure that there are no boats or other items in the water near or within the buoyed area of the nuclear station, dam, or water intakes. Specifically, regarding the water intakes, officers will check for any foreign objects attached to the structure such as ropes, wires, or cables.
2. CMPD Lake Enforcement officers will be available to assist Cornelius with any priority one call when they are on Lake Norman. CMPD Lake Enforcement will respond from Mountain Island Lake or from an off-duty status to those incidents involving hostile actions against the nuclear station, the dam, or one of the water intakes. CMPD will assist at other times within existing mutual aid agreements when resources are available. CMPD Lake Officers that are off duty are considered to be "not available". CMPD prefers that all requests for assistance be made by police radio on the "North" talkgroup and that CMPD's 911 communications center be used as a last resort.
3. CMPD will maintain a policing role both Lake Norman and Mountain Island Lake. CMPD officers will have a situational awareness role on Lake Norman and a law enforcement / boating safety role on Mountain Island Lake. CMPD's North Division will have four Lake Enforcement Officers to handle responsibilities on both Lake Norman and Mountain Island Lake. The officers will have a situational awareness role on Lake Norman and a law enforcement/boating safety role on Mountain Island Lake. The peak season schedule- May through September will be 7 days a week. Officers will be scheduled during late afternoon and evening hours on Friday, Saturday, and Sunday. This will be to perform their boating safety role on Mountain Island Lake. On Mondays through Thursdays, they will be scheduled during daytime hours and will split their time between both lakes. The off-peak season schedule, October through April, will be 7 days a week and will be daytime hours. The officers will split their time between both lakes each day.
4. CMPD will perform all policing responsibilities on Lake Wylie.

**B.2**  
**Approved Interlocal Agreement with the**  
**Town of Huntersville**

## **B.2- Approved Interlocal Agreement with the Town of Huntersville**

### **LAW ENFORCEMENT SERVICES INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY AND TOWN OF HUNTERSVILLE**

This Law Enforcement Services Interlocal Agreement (“Agreement”) is effective as of the first day of July, 2018 between **MECKLENBURG COUNTY** (hereinafter the “County”), a political subdivision of the State of North Carolina, and the **TOWN OF HUNTERSVILLE** (hereinafter the “Town”) a municipal corporation organized under the laws of the State of North Carolina.

#### **WITNESSETH:**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled “Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments” (“City/County Police Agreement”), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018; and

**WHEREAS**, pursuant to the City/County Police Agreement, from 1993 until June 30, 2018 the Charlotte-Mecklenburg Police Department provided law enforcement services within the extraterritorial jurisdiction area of the Town; and

**WHEREAS**, Chapter 1170 of the 1969 Session Laws was amended by Chapter 42 of the 2017 Session Laws to give the County the authority to extend the powers and rights exercised by the police officers of any municipality within Mecklenburg County throughout that municipality's extraterritorial jurisdiction as defined in G.S. 160A-360 (“ETJ”), with those powers to include jurisdiction, authority, the power to arrest, and the power to serve criminal and civil process; and

**WHEREAS**, pursuant to such an agreement between the County and a municipality, the municipality's police officer would have the same privileges, immunities, and Workers' Compensation coverage throughout that municipality's ETJ as within the municipality; and

**WHEREAS**, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, as amended by Chapter 42 of the 2017 Session Laws, the County and the Town wish to enter into this Law Enforcement Services Agreement, an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by the Huntersville Police Department (“HPD”) within the Town’s ETJ, and the financial arrangement between the County and the Town with respect thereto.

**NOW, THEREFORE**, in consideration of the premises and pursuant to the terms of this Agreement, the County and the Town agree as follows:

#### **1. Purpose of Agreement.**

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Huntersville Police Department (“HPD”) within the Town’s extraterritorial jurisdiction as defined in G.S. 160A-360, but excluding the Duke Energy McGuire Nuclear Plant and surrounding Duke Energy owned area, as shown in Attachment A (“Modified ETJ”), and the financial arrangement between the County and the Town with respect thereto.

## **2. Police Services**

- (a) The County is contracting with the Town to provide law enforcement services within the Town’s Modified ETJ. The Modified ETJ as of the date of execution of this Agreement is shown in Attachment A. The Modified ETJ will change from time to time as annexation and de-annexation occurs.
- (b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the Modified ETJ will be established by the Chief of Police of the HPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the HPD’s mission to be responsive to those needs.
- (c) The HPD will police the Modified ETJ with levels of service consistent with similar regions within the Town limits including but not limited to: routine patrols, 911 response, crime fighting, community engagement, violent crime investigations, special victims investigations, covert operations, special operations and administrative services.
- (d) Any dispute involving police services or costs thereof will be resolved by consultation between the County and Town Managers as provided in Section 10.
- (e) The HPD shall submit to the County Manager and Board of County Commissioners written reports, at least on a quarterly basis, to include the following minimum data regarding the Huntersville Modified ETJ:
  - (i) Provide charts showing year to year and five-year comparisons of Part 1 and Part 2 crime with crime type and activity level highlighted. Explanation of crime type and trends should also be included
  - (ii) Total number of citizen generated and officer initiated calls for service responded to by on-duty HPD officers in the Modified ETJ Area including total Events, Units, and Service Time (hours), type of call and priority of calls. This should include the number of adult arrests in the Modified ETJ area.
  - (iii) Response Times reporting to address Average Response Time Reduction Goals.

- (iv) Traffic Related Incidents in the Modified ETJ Area including traffic stop and traffic accidents with separate count of fatalities and DWIs
  - (v) Special Operations Division Deployment in the Modified ETJ Areas.
  - (vi) Description and number of Community Policing Initiatives, that occur in or in close proximity to the Modified ETJ Areas
  - (vii) Description of non-sensitive special police initiatives, including traffic safety initiatives, that occurred in or in close proximity to the Modified ETJ Areas
- (f) Law Enforcement services to be provided by the Town in the Modified ETJ Areas do not include animal control since the City of Charlotte is contractually obligated to provide animal control service for the entire unincorporated area of Mecklenburg County by the July 1, 2001 “Restated Consolidated Shared Programs Joint Undertaking Agreement” between Mecklenburg County and the City of Charlotte.
- (g) Once a year, the HPD Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in each Modified ETJ Area, including explanations for any apparent crime trends.

### **3. Personnel**

All personal involved in providing law enforcement services pursuant to this Agreement on behalf of the Town shall either be employees or agents of the Town. The County nor its elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the Town.

### **4. Police Services Funding Formula**

(a) The amount that the County shall pay the Town for police services is set forth in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.

(b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the Town one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County’s adopted Budget for that fiscal year.

### **5. Property**

Any real or personal property acquired by the Town in connection with the services to be provided hereunder shall be owned solely by the Town and shall remain the property of the Town after termination of this Agreement.

#### **6. Indemnification and Responsibility for Claims.**

The parties agree to be liable for their own negligence, and to indemnify and hold each other harmless with respect to the claims for which it is responsible to the fullest extent permitted by law.

#### **7. Term of Agreement.**

An interlocal agreement must be of “reasonable” duration under NCGS 160A-461, and therefore the parties agree that the term of this Agreement is a five (5) year term beginning on July 1, 2018. Effective at the end of the third fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the fourth (4th) or fifth (5th) fiscal year by either the Town or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least seventeen (17) months prior to the July 1 effective date of the termination.

#### **8. Termination of Agreement for Default.**

Failure of the County to provide the funds to the Town as required by this Agreement is an event of default which would allow the Town to terminate this Agreement as provided herein.

Failure of the Town to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above to have a right to terminate shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to correct the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit may be waived by the party giving notice. And further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than seventeen (17) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

## **9. Dispute Resolution Process.**

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the County and Town Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers shall be final as determined by the party giving notice of termination. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

## **10. Amendments.**

Any amendments to this Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners and the Huntersville Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

## **11. General Provisions**

- (a) All terms among the parties concerning the subject matter are contained in this Agreement.
- (b) Waiver of a term does not affect the right of a party to terminate this Agreement.
- (c) The parties agree that they are not made agents of each other by this Agreement.
- (d) The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners and the Huntersville Board of Commissioners.

**MECKLENBURG COUNTY**

\_\_\_\_\_  
County Manager

Approved as to form

\_\_\_\_\_  
County Attorney

NO PREAUDIT REQUIRED

\_\_\_\_\_  
County Director of Finance

**TOWN OF HUNTERSVILLE**

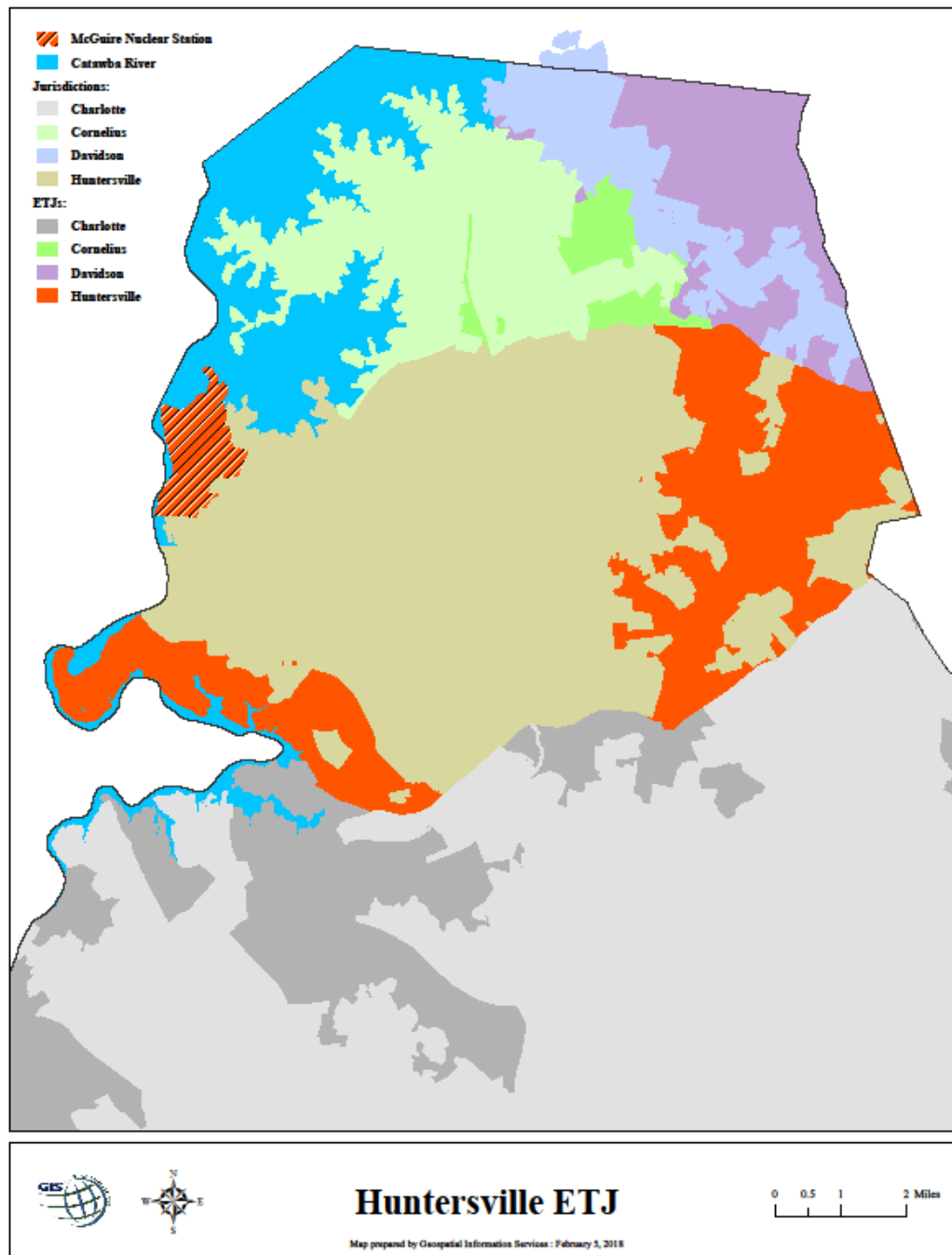
\_\_\_\_\_  
Town Manager

Approved as to form

\_\_\_\_\_  
Town Attorney



## ATTACHMENT A : Modified ETJ Map



## **ATTACHMENT B**

### **Police Services Funding Formula**

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the Modified ETJ, and if so, in what amount or amounts. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the Modified ETJ will not be interpreted in that manner.
2. In Fiscal Year 2019 through Fiscal Year 2024, the County will pay the Town of Huntersville a minimum of \$1,400,000 each fiscal year for furnishing law enforcement services.
3. If any portion of the Modified ETJ is annexed by the Town or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced Modified ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the Modified ETJ.

## **B.3**

# **DRAFT Interlocal Agreement with the Town of Cornelius**

### **B.3- DRAFT Interlocal Agreement with the Town of Cornelius**

## **LAW ENFORCEMENT SERVICES INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY AND TOWN OF CORNELIUS**

This Law Enforcement Services Interlocal Agreement ("Agreement") is effective as of the first day of July, 2018 between **MECKLENBURG COUNTY** (hereinafter the "County"), a political subdivision of the State of North Carolina, and the **TOWN OF CORNELIUS** (hereinafter the "Town") a municipal corporation organized under the laws of the State of North Carolina.

### **WITNESSETH:**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled "Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments" ("City/County Police Agreement"), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018; and

**WHEREAS**, pursuant to the City/County Police Agreement, from 1993 until June 30, 2018 the Charlotte-Mecklenburg Police Department provided law enforcement services within the extraterritorial jurisdiction area of the Town; and

**WHEREAS**, in 2015 the City of Charlotte ("City"), the County and the Town entered into that certain Lake Norman Patrol Agreement dated as of July 1, 2015, with a term to end June 30, 2018, for the Town and the City to share responsibility for providing law enforcement services to Lake Norman; and

**WHEREAS**, Chapter 1170 of the 1969 Session Laws was amended by Chapter 42 of the 2017 Session Laws to give the County the authority to extend the powers and rights exercised by the police officers of any municipality within Mecklenburg County throughout that municipality's extraterritorial jurisdiction as defined in G.S. 160A-360 ("ETJ"), with those powers to include jurisdiction, authority, the power to arrest, and the power to serve criminal and civil process; and

**WHEREAS**, pursuant to such an agreement between the County and a municipality, the municipality's police officer would have the same privileges, immunities, and Workers' Compensation coverage throughout that municipality's ETJ as within the municipality; and

**WHEREAS**, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, as amended by Chapter 42 of the 2017 Session Laws, the County and the Town wish to enter into this Law Enforcement Services Agreement, an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by the Cornelius Police Department ("CPD") within the Town's ETJ, and the financial arrangement between the County and the Town with respect thereto.

**NOW, THEREFORE,** in consideration of the premises and pursuant to the terms of this Agreement, the County and the Town agree as follows:

**1. Purpose of Agreement.**

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Cornelius Police Department ("CPD") within the Town's extraterritorial jurisdiction as defined in G.S. 160A-360 ("ETJ"), and the financial arrangement between the County and the Town with respect thereto.

**2. Lease of Space for Police Operations.**

The County leases Ramsey Creek Park (Tax Parcel 001-061-55A) from Duke Energy and agrees to make the following portions and facilities at Ramsey Creek Park available for use by the Town as follows:

a) Boat House, Pier and Fueling System.

By a separate lease agreement between the County and the Town, the Boat House, Pier and Fueling System at Ramsey Creek Park will be leased to the Town for use by the CPD. The Town is to be responsible for all maintenance (to County standards) and for payment for all utilities. The lease from the County to the Town will be subject to the lease from Duke Energy. The County has installed a system on the existing pump that will record how much fuel is used by the CPD.

b) Fenced Yard adjacent to Boat House.

The County will give the Town a license to use this yard for outside storage.

c) Former Caretaker's House.

This structure will be leased to the Town for use by the CPD. The Town will be responsible for all maintenance (to County standards) and for payment for all utilities. The lease from the County to the Town will be subject to the lease from Duke Energy.

**3. Police Services.**

a) The County is contracting with the Town to provide law enforcement services within the Town's ETJ. The ETJ as of the date of execution of this Agreement is shown in Attachment A. The ETJ will change from time to time as annexation and de-annexation occurs.

b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the ETJ will be established by the Chief of Police of the CPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such areas and the CPD's mission to be responsive to those needs.

- c) The CPD will police the ETJ with levels of service consistent with similar regions within the Town limits including but not limited to: routine patrols, 911 response, crime fighting, community engagement, violent crime investigations, special victims investigations, covert operations, special operations and administrative services.
- d) Any dispute involving police services or costs thereof will be resolved by consultation between the County and Town Managers as provided in Section 10.
- e) The CPD shall submit to the County Manager and Board of County Commissioners quarterly written reports to include the following minimum data regarding their ETJ:
  - i. Total number of citizen generated and officer initiated calls for service responded to by on-duty CPD officers in the ETJ including total Events, Units, and Service Time (hours), type of call and priority of calls
  - ii. Special Operations Division Deployment in the ETJ
  - iii. Traffic Related Incidents in the ETJ including traffic stop and traffic accidents with separate count of fatalities and DWIs
  - iv. Description and number of Community Events in Patrol Divisions that surround and are in the ETJ
  - v. Description of non-sensitive special police initiatives that occurred in the ETJ
  - vi. Number of adult arrests in the ETJ
  - vii. Number of items of evidence and property seized, collected, processed and stored from the ETJ by CPD.
- f) Once a year, the Cornelius Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in the ETJ, including explanations for any apparent crime trends.
- g) Lake Patrol responsibilities as outlined in Attachment C.
- h) Law Enforcement services to be provided by the Town in the ETJ do not include animal control since the City of Charlotte is contractually obligated to provide animal control services for the entire unincorporated area of Mecklenburg County by the July 1, 2001 "Restated Consolidated Shared Programs Joint Undertaking Agreement" between Mecklenburg County and the City of Charlotte.

#### **4. Personnel.**

All personnel involved in providing law enforcement services pursuant to this Agreement on behalf of the Town shall either be employees or agents of the Town. The County nor its elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the Town.

#### **5. Police Services Funding Formula.**

- a) The amount that the County shall pay the Town for police services is set forth in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.
- b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the Town one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County's adopted Budget for that fiscal year.

#### **6. Property.**

Any real or personal property acquired by the Town in connection with the services to be provided hereunder shall be owned solely by the Town and shall remain the property of the Town after termination of this Agreement.

#### **7. Indemnification and Responsibility for Claims.**

The parties agree to be liable for their own negligence, and to indemnify and hold each other harmless with respect to the claims for which it is responsible to the fullest extent permitted by law.

#### **8. Term of Agreement.**

An interlocal agreement must be of "reasonable" duration under NCGS 160A-461, and therefore the parties agree that the term of this Agreement is a five (5) year term beginning on July 1, 2018. Effective at the end of the third fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the fourth (4th) or fifth (5th) fiscal year by either the Town or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least seventeen (17) months prior to the July 1 effective date of the termination.

## **9. Termination of Agreement for Default.**

Failure of the County to provide the funds to the Town as required by this Agreement is an event of default which would allow the Town to terminate this Agreement as provided herein.

Failure of the County to provide use of Ramsey Creek Park as provided herein is an event of default which would enable the Town to terminate this Agreement as provided herein.

Failure of the Town to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above to have a right to terminate shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to correct the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit may be waived by the party giving notice. And further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than seventeen (17) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

## **10. Dispute Resolution Process.**

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the County and Town Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers shall be final as determined by the party giving notice of termination. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

## **11. Amendments.**

Any amendments to this Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners and the Cornelius Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

## **12. General Provisions**



- a) All terms among the parties concerning the subject matter are contained in this Agreement.
- b) Waiver of a term does not affect the right of a party to terminate this Agreement.
- c) The parties agree that they are not made agents of each other by this Agreement.
- d) The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners and the Cornelius Board of Commissioners.

**MECKLENBURG COUNTY**

\_\_\_\_\_  
County Manager

Approved as to form

\_\_\_\_\_  
County Attorney

**TOWN OF CORNELIUS**

\_\_\_\_\_  
Town Manager

Approved as to form

\_\_\_\_\_  
Town Attorney

**ATTACHMENT A**  
*(Pending)*

*The ETJ as of the date of execution of this Agreement is shown in Attachment A.*

DRAFT

## **ATTACHMENT B**

### **Police Services Funding Formula**

- 1) The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the ETJ, and if so, in what amount or amounts. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ will not be interpreted in that manner.
- 2) In Fiscal Year 2019 through Fiscal Year 2024, the County will pay the Town of Cornelius \$X each fiscal year for furnishing law enforcement services. In addition, the County will pay the Town of Cornelius \$Y each fiscal year to provide primary law enforcement coverage for routine patrol of Lake Norman waters and shoreline within Mecklenburg County.
- 3) If any portion of the ETJ is annexed by the Town of Cornelius or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ.

## **ATTACHMENT C**

### **Lake Patrol Agreement**

- 1) Town will provide primary law enforcement coverage for routine patrol of Lake Norman waters and shoreline within Mecklenburg County. Details TBD.

## **B.4**

# **DRAFT: Interlocal Agreement with the Town of Pineville**

#### **B.4- DRAFT: Interlocal Agreement with the Town of Pineville**

### **LAW ENFORCEMENT SERVICES INTERLOCAL AGREEMENT BETWEEN MECKLENBURG COUNTY AND TOWN OF PINEVILLE**

This Law Enforcement Services Interlocal Agreement (“Agreement”) is effective as of the first day of July 2018 between **MECKLENBURG COUNTY** (hereinafter the “County”), a political subdivision of the State of North Carolina, and the **TOWN OF PINEVILLE** (hereinafter the “Town”) a municipal corporation organized under the laws of the State of North Carolina.

#### **WITNESSETH:**

**WHEREAS**, the City of Charlotte Police Department and the Mecklenburg County Police Department were consolidated as the Charlotte-Mecklenburg Police Department on October 1, 1993 pursuant to Article 20, Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, by the agreement entitled “Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments” (“City/County Police Agreement”), which agreement as amended effective July 1, 1996, was terminated by the County effective July 1, 2018; and

**WHEREAS**, pursuant to the City/County Police Agreement, from 1993 until June 30, 2018 the Charlotte-Mecklenburg Police Department provided law enforcement services within the extraterritorial jurisdiction area of the Town; and

**WHEREAS**, Chapter 1170 of the 1969 Session Laws was amended by Chapter 42 of the 2017 Session Laws to give the County the authority to extend the powers and rights exercised by the police officers of any municipality within Mecklenburg County throughout that municipality's extraterritorial jurisdiction as defined in G.S. 160A-360 (“ETJ”), with those powers to include jurisdiction, authority, the power to arrest, and the power to serve criminal and civil process; and

**WHEREAS**, pursuant to such an agreement between the County and a municipality, the municipality's police officer would have the same privileges, immunities, and Workers' Compensation coverage throughout that municipality's ETJ as within the municipality; and

**WHEREAS**, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes and Chapter 1170 of the 1969 Session Laws, as amended by Chapter 42 of the 2017 Session Laws, the County and the Town wish to enter into this Law Enforcement Services Agreement, an interlocal cooperation agreement, to specify the level of law enforcement services to be provided by the Pineville Police Department (“PPD”) within the Town’s ETJ, and the financial arrangement between the County and the Town with respect thereto.

**NOW, THEREFORE**, in consideration of the premises and pursuant to the terms of this Agreement, the County and the Town agree as follows:

### **13. Purpose of Agreement.**

The purpose of this Agreement is to specify the level of law enforcement services to be provided by the Pineville Police Department ("PPD") within the Town's extraterritorial jurisdiction as defined in G.S. 160A-360 ("ETJ"), and the financial arrangement between the County and the Town with respect thereto.

### **14. Police Services.**

- a) The County is contracting with the Town to provide law enforcement services within the Town's ETJ. The ETJ as of the date of execution of this Agreement is shown in Attachment A. The ETJ will change from time to time as annexation and de-annexation occurs.
- b) Operational decisions in law enforcement are, and shall continue to be, made on the basis of professional police judgment. Services to be provided within the ETJ will be established by the Chief of Police of the PPD consistent with the terms of this Agreement and based upon an assessment of the law enforcement needs in such area and the PPD's mission to be responsive to those needs.
- c) The PPD will police the ETJ with levels of service consistent with similar regions within the Town limits including but not limited to: routine patrols, 911 response, crime fighting, community engagement, violent crime investigations, special victims investigations, covert operations, special operations and administrative services.
- d) Any dispute involving police services or costs thereof will be resolved by consultation between the County and Town Managers as provided in Section 10.
- e) The PPD shall submit to the County Manager and Board of County Commissioners quarterly written reports to include the following minimum data regarding their ETJ:
  - 1. Total number of citizen generated and officer initiated calls for service responded to by on-duty PPD officers in their ETJ including total Events, Units, type of call, response times from dispatch to arrival, and the priority of calls
  - 2. Special Operations Division Deployment in the ETJ, including deployment of the Matthews/Mint Hill SWAT Team
  - 3. Traffic Related Incidents in the ETJ including traffic stop and traffic accidents with separate count of fatalities and DWIs

4. Description and number of Community Policing Initiatives, that occur in or adjacent to the ETJ
  5. Description of non-sensitive special police initiatives that occurred in the ETJ and in Patrol Divisions that are adjacent to the ETJ
  6. Number of adult arrests in the ETJ
  7. Number of items of evidence and property seized, collected, processed and stored from the ETJ
- f) Law Enforcement services to be provided by the Town in the Modified ETJ Areas do not include animal control since the City of Charlotte is contractually obligated to provide animal control service for the entire unincorporated area of Mecklenburg County by the July 1, 2001 "Restated Consolidated Shared Programs Joint Undertaking Agreement" between Mecklenburg County and the City of Charlotte.
- g) Once a year, the Pineville Chief of Police shall personally appear at a meeting of the Board of County Commissioners to provide the Board of County Commissioners a report regarding the police services that are being provided in their ETJ, including explanations for any apparent crime trends.

## **15. Personnel.**

All personnel involved in providing law enforcement services pursuant to this Agreement on behalf of the Town shall either be employees or agents of the Town. The County nor its elected officials, nor their agents, nor their employees, shall have the authority to supervise persons engaged in providing law enforcement services on behalf of the Town.

### **5. Police Services Funding Formula.**

- a) The amount that the County shall pay the Town for police services is set forth in Attachment B to this Agreement, Police Services Funding Formula, which is incorporated herein by reference.
- b) For each fiscal year of this Agreement, by the 10th day of each month, the County shall pay to the Town one twelfth (1/12) of the annual amount computed using the Police Services Funding Formula, as estimated and as contained in the County's adopted Budget for that fiscal year.



## **6. Property.**

Any real or personal property acquired by the Town in connection with the services to be provided hereunder shall be owned solely by the Town and shall remain the property of the Town after termination of this Agreement.

## **7. Indemnification and Responsibility for Claims.**

The parties agree to be liable for their own negligence, and to indemnify and hold each other harmless with respect to the claims for which it is responsible to the fullest extent permitted by law.

## **8. Term of Agreement.**

An interlocal agreement must be of “reasonable” duration under NCGS 160A-461, and therefore the parties agree that the term of this Agreement is a five (5) term beginning on July 1, 2018. Effective at the end of the third fiscal year of this Agreement, this Agreement may be terminated in its entirety for any reason at the beginning of either the fourth (4th) or fifth (5th) fiscal year by either the Town or County upon notice in writing delivered to the office of the Manager of the governmental unit to which the notice is directed. Any such notice must be given at least seventeen (17) months prior to the July 1 effective date of the termination.

## **9. Termination of Agreement for Default.**

Failure of the County to provide the funds to the Town as required by this Agreement is an event of default which would allow the Town to terminate this Agreement as provided herein.

Failure of the Town to provide the law enforcement services as required by this Agreement is an event of default which would enable the County to terminate this Agreement as provided herein.

If a party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise materially violate any of the provisions of this Agreement as stated above, the other party stated above to have a right to terminate shall thereupon have the right to give written notice to the defaulting party of its intent to terminate specifying the grounds for termination. Where such failure or violation continues for more than thirty (30) days after written notice to correct the condition therein specified, the non-defaulting party may terminate this Agreement. Provided, however, that where fulfillment of such obligation requires activity over a period of time and the defaulting party, following receipt of such notice, shall have immediately commenced to perform whatever may be required to cure the particular default and continues such performance diligently, the thirty (30) day time limit may be waived by the party giving notice. And further provided that the party which has been given the notice of termination shall have the right to contest the termination by following the procedure contained in the Dispute Resolution Process section of this Agreement. Termination for default shall be effective on the date stated in the notice of termination, with such date being no earlier than seventeen (17) months after the date of the notice, thus allowing the effective date of termination to be in the middle of a fiscal year.

10. **Dispute Resolution Process.**

The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the County and Town Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator selected by the Managers. Any dispute as to termination that cannot be resolved by the Managers shall be final as determined by the party giving notice of termination. Any other disputes may be resolved by arbitration if mutually agreed upon by the Managers.

11. **Amendments.**

Any amendments to this Agreement must be in writing, approved by the Mecklenburg Board of County Commissioners and the Pineville Board of Commissioners, and signed by officials delegated the responsibility to sign such amendments.

12. **General Provisions.**

- 12.1 All terms among the parties concerning the subject matter are contained in this Agreement.
- 12.2 Waiver of a term does not affect the right of a party to terminate this Agreement.
- 12.3 The parties agree that they are not made agents of each other by this Agreement.
- 12.4 The authority for a party to enter into this Agreement must be approved by a resolution adopted by its governing body.

Executed as of the day and year first stated above by authority duly granted by the Mecklenburg Board of Commissioners and the Pineville Board of Commissioners.

**MECKLENBURG COUNTY**

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
County Attorney

**TOWN OF PINEVILLE**

\_\_\_\_\_  
Approved as to form

\_\_\_\_\_  
Town Attorney

**ATTACHMENT A**  
*(Pending)*

*The ETJ as of the date of execution of this Agreement is shown in Attachment A.*

DRAFT

## **ATTACHMENT B**

### **Police Services Funding Formula**

1. The Board of County Commissioners retains the right to determine whether any law enforcement service district tax will be levied for the ETJ, and if so, in what amount or amounts. The parties to this Agreement agree that any language in this Agreement that implies, or might be interpreted to imply, that the Board of County Commissioners is obligated to levy a law enforcement service district tax in the ETJ will not be interpreted in that manner.
2. In Fiscal Year 2019 through Fiscal Year 2023, the County will pay the Town of Pineville \$X each fiscal year for furnishing law enforcement services.
3. If any portion of the ETJ is annexed by the Town of Pineville or any other municipality after this Agreement is executed, the calculation of payment to the Town shall be calculated such that the remaining property in the reduced ETJ would not experience any net increase in taxes should the Board of County Commissioners levy a law enforcement service district tax in the ETJ.