

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.

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 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

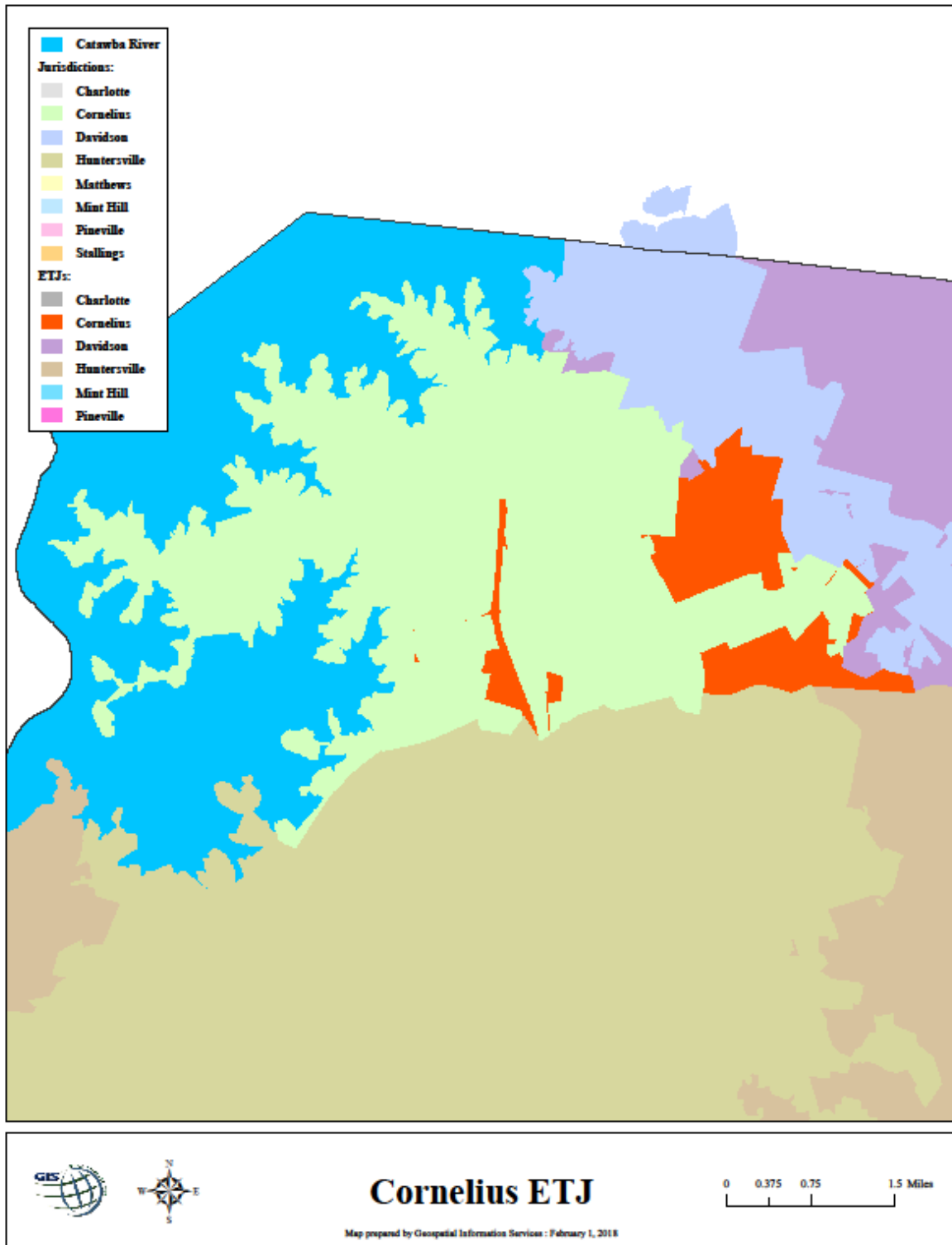
Town Manager

Approved as to form

Town Attorney

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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, 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 Cornelius \$133,000 each fiscal year for furnishing law enforcement services. In addition, the County will pay the Town of Cornelius \$500,000 in Fiscal Year 2019, and \$460,000 in Fiscal Year 2020 through Fiscal Year 2023, to provide primary law enforcement coverage for routine patrol of Lake Norman waters and shoreline within Mecklenburg County. No additional funding will be provided to the Town of Cornelius to provide law enforcement services to the ETJ, including for vehicle replacement costs which will occur in Fiscal Year 2019 and in Fiscal Year 2022 or 2023.
- 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.

The Cornelius Lake Enforcement Unit “Cornelius Lake Patrol”) will be allocated sufficient FTE’s to provide coverage and can be supplemented by part-time, volunteer, and other on-duty units to allow for training, arrests processing, court and leave time. Land-based personnel will also provide back-up support as needed and when available.

- 2) Routine patrol includes enforcement of laws and ordinances, promoting boater safety, preventing law or safety violations and responding to emergencies. This function will be the primary role of the Cornelius Lake Patrol unit when not responding to calls. The Cornelius Lake Patrol will conduct regular patrols on the Lake as the volume of boat traffic and seasonal patterns dictate. The Cornelius Police Department (CPD) will also patrol shoreline areas as required to deter criminal activity.
- 3) The Cornelius Lake Patrol will certify at least one crew member in basic first aid, CPR, and the Operation of AED devices as well as required certifications to enforce boating while impaired and N.C.G.S. Chapter 75A offenses.
- 4) The Cornelius Lake Patrol will coordinate with NC Wildlife and surrounding jurisdictions to develop standard protocol for lake enforcement operations and make use of existing Mutual Aid Agreements for emergency situations.

In addition to duties assigned to Town, the Cornelius Lake Patrol will support all other agencies on the Lake or along the shoreline of Lake Norman when requested and when available to include assisting CMPD or any other agency in carrying out their individual missions when resources allow. Further, the Cornelius Lake Patrol will work with and share information, facilities, and equipment in a manner consistent with the spirit, not just the letter, of the agreement.

- 5) Cornelius Lake Patrol will compile and report monthly statistics to Mecklenburg County and the Lake Norman Marine Commission detailing the Lake patrol services within Mecklenburg County, including the number of calls for service (dispatched and on-view), number and type of citations and warnings issued, as well as safety checks made.
- 6) Any entity seeking police assistance with a special event on Lake Norman will be referred to the CPD.
- 7) CPD Officers will perform routine patrols variable with the season.
- 8) CPD will participate in all drills required by Federal and/or State regulations for Lake Norman and its shoreline.