

NORTH CAROLINA

MECKLENBURG COUNTY

**AMENDED AND RESTATED 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.

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 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, the Town of Pineville, 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, the Town of Pineville, 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, Pineville 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 (4th) or fifth (5th) 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 renewable 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.

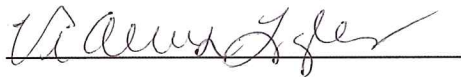
The parties agree that any disputes, including any disputes as to the right of a party to terminate this Agreement, shall first be attempted to be resolved by the City and County Managers. Any dispute which cannot be resolved by the Managers will be attempted to be resolved by mediation using a mediator 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



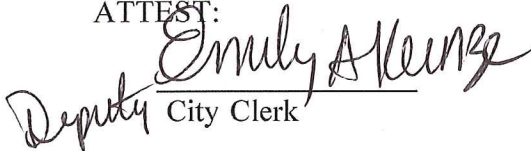
Mayor

COUNTY OF MECKLENBURG

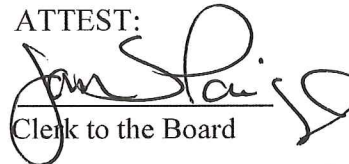


Chairman, Board of Commissioners

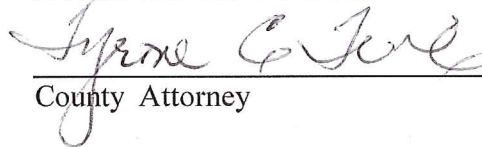
ATTEST:


Deputy City Clerk

ATTEST:


Clerk to the Board

APPROVED AS TO FORM.

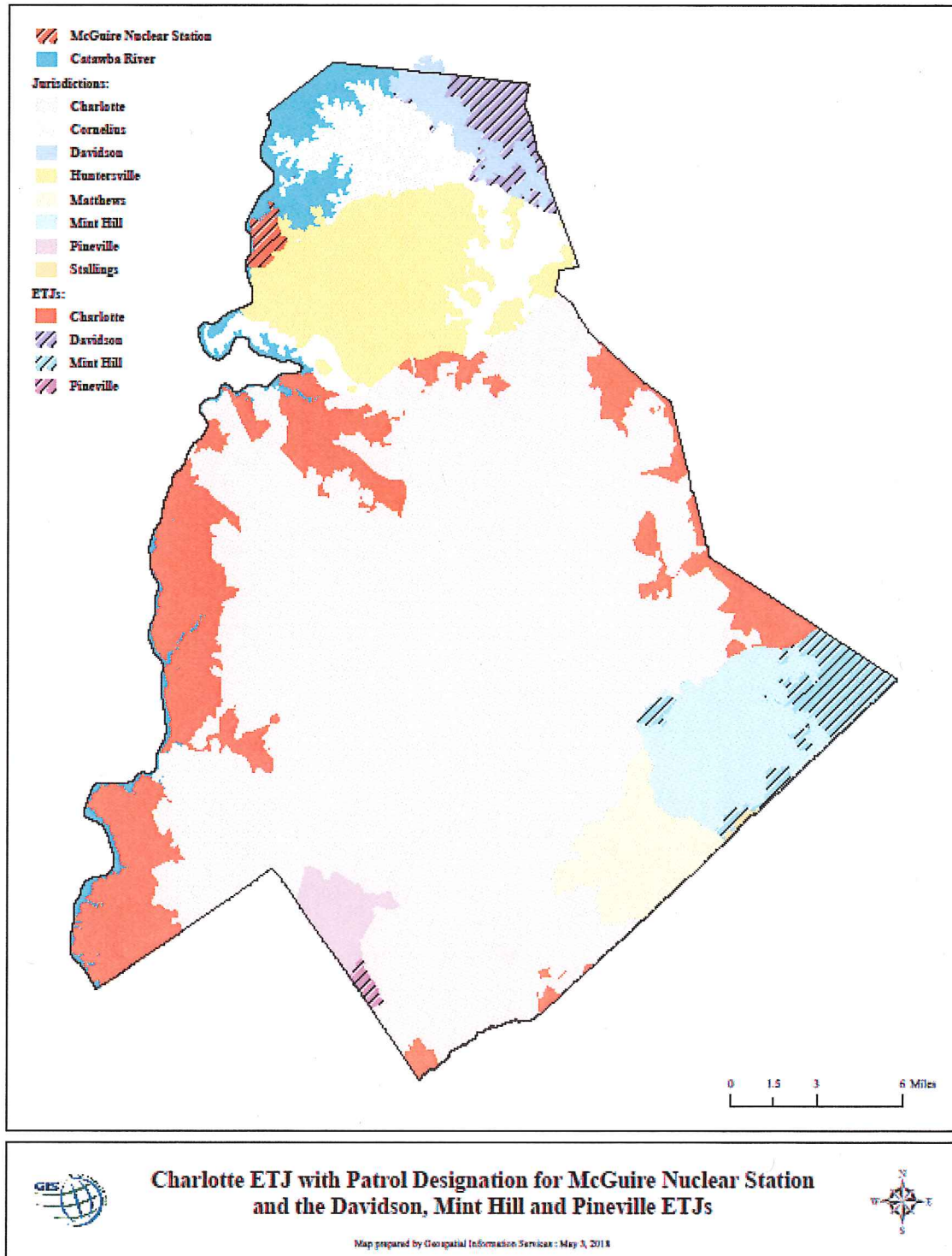

County Attorney

This instrument has been pre-audited in the manner
required by the Local Government Budget and
Fiscal Control Act.


Sarah Lyberg
County Finance Director



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 \$14,560,000 plus an amount calculated as what any additional revenue over \$14,560,000 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 \$14,560,000 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 \$14,560,000 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 \$14,560,000 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.