

**MECKLENBURG COUNTY
BOARD OF COMMISSIONERS
RESOLUTION APPROVING A LAW ENFORCEMENT SERVICES INTERLOCAL
AGREEMENT BETWEEN MECKLENBURG COUNTY AND
THE TOWN OF HUNTERSVILLE**

WHEREAS, in 1993 the City of Charlotte (“City”) and Mecklenburg County (“County”) entered into an agreement entitled “Agreement Between the City of Charlotte and Mecklenburg County for the Consolidation of the Charlotte and Mecklenburg County Police Departments” (“Original Consolidation Agreement”) which resulted in the City Police Department and the County Police Department being consolidated on October 1, 1993 as a City department – the Charlotte-Mecklenburg Police Department - having law enforcement jurisdiction throughout the entire unincorporated area of the County; and

WHEREAS, effective July 1, 1996 the City and the County entered into the “Agreement Between the City of Charlotte and Mecklenburg County for the Continued Consolidation of the Charlotte and Mecklenburg County Police Departments” (“Current Agreement”) which Current Agreement was terminated effective June 30, 2018 by the Board of County Commissioners at its April 18, 2017 meeting; and

WHEREAS, the County Manager and Town Manager, and their staff, have been negotiating terms for an agreement with the Town of Huntersville for the Huntersville Police Department to provide law enforcement services within a portion of the extraterritorial jurisdiction (“Modified ETJ”) areas of the Town; and

WHEREAS, the County Manager has presented to the Board, as part of the agenda of the meeting at which this resolution has been adopted, a proposed five (5) year interlocal agreement with the Town of Huntersville for the Town to provide law enforcement services within a portion of the extraterritorial jurisdiction (“Modified ETJ”) areas of the Town, which proposed agreement has been negotiated with the Town Manager and staff; now, therefore, be it

RESOLVED that the Mecklenburg County Board of Commissioners does hereby approve the interlocal agreement with the Town entitled “Law Enforcement Services Interlocal Agreement Between Mecklenburg County and the Town of Huntersville” as presented to the Board at the meeting at which this Resolution has been adopted, to be effective July 1, 2018, for the Town to provide law enforcement services within the Modified ETJ areas of the Town as defined in the interlocal agreement, and authorizes the County Manager to execute such Agreement in substantially the form presented to the Board.

Adopted the 20th day of February, 2018.


Clerk to the Board

APPROVED AS TO FORM:


County Attorney



**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

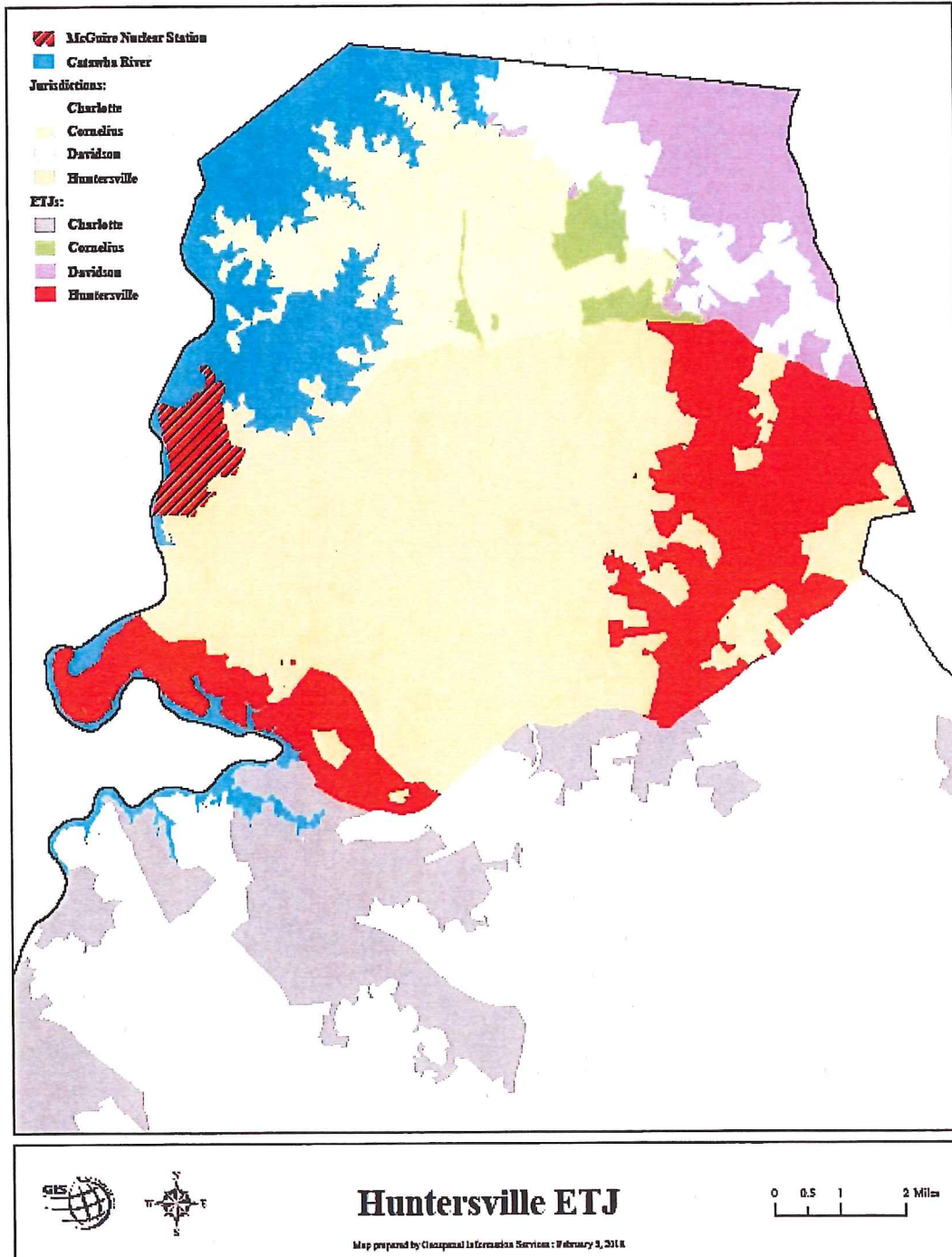
TOWN OF HUNTERSVILLE


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.



Mecklenburg County

Signature Page

Contract Number: 34252175

Amendment Number: 00

Contractor Name: TOWN OF HUNTERSVILLE

MECKLENBURG COUNTY:

A handwritten signature in cursive script, reading "Dena R. Diorio".

Dena Diorio
County Manager

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

A handwritten signature in cursive script, reading "Sarah Lyberg".

Sarah Lyberg
Finance Director

ATTEST:

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Tyrone Wade".

Tyrone Wade
County Attorney

APPROVED AS TO INSURANCE REQUIREMENTS: