

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**INTERLOCAL AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into and agreed upon as of March 01, 2021 (the "Effective Date"), by and between the **COUNTY OF MECKLENBURG** (the "County"), a political subdivision of the State of North Carolina and the **CITY OF CHARLOTTE** (the "City"), a municipal corporation organized under the laws of the State of North Carolina (hereinafter the "Parties").

**WITNESSETH**

**WHEREAS**, the Parties desire to enter into an Agreement related to the Parties' violence interruption program in accordance to the terms and conditions set forth herein; and

**WHEREAS**, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local government in North Carolina; and

**WHEREAS**, the Parties hereto desire to set forth their agreement herein.

**NOW THEREFORE**, the Mecklenburg County Board of Commissioners by Resolution authorizing the County Manager to negotiate term and conditions, and execute an agreement with the City under which the County would allocate funding as listed in the Scope of Work to support the development of the Violence Interruption Program.

**SECTION I - BOTH PARTIES AGREE**

This Agreement will cover all funds provided by the County to the City related to the violence interruption program. The terms and conditions of this Agreement must be amended in writing and signed by both parties.

Terms related to specific program initiatives and any funds to be transferred between the Parties associated therewith may be added by a Statement of Work ("SOW"). Each SOW must be in writing and signed by both parties to be deemed effective. Each SOW shall be deemed to incorporate all of the terms of this Agreement, except as expressly set forth therein.

Each reference to the Agreement shall be deemed to include all Exhibits and Statement of Work or Services.

**SECTION II – SCOPE OF SERVICES**

The Parties shall complete activities listed in the attached Statement of Work within the specified Term.

**SECTION III – GENERAL CONDITIONS**

3.1 Amendment. This Agreement may be amended at any time with mutual consent of the parties hereto, but any amendment shall be in writing and signed by the parties hereto.

3.2 Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

3.3 Governing Law. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina.

3.4 E-Verify, FMLA, ADA, OSHA. The City agrees to make itself aware of and comply with, and cause its subcontractors to comply with all federal, state, and local laws, regulations and ordinances relating to the performance of this Agreement and to the products and services delivered hereunder, including without limitation, E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes), Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Administration (OSHA).

3.5 Reduction or Non-Appropriation of Funds. In the event that Federal, State, Local or grant funding is no longer available or has been reduced, the County shall not be obligated to continue this Agreement or any part thereof. If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated.

3.6 Notices. Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient listed in the Statement of Work and shall be effective upon the date of receipt by the intended recipient.

3.7 Termination. This Agreement may be terminated at any time without cause by giving thirty (30) calendar days prior written notice to the other party. In the event the County terminates this Agreement, the City shall continue performing until the termination date designated by the County in its termination notice. The City shall be allowed to retain funding for satisfactory work completed through the date of termination under the terms of this Agreement and shall refund to the County any unexpended funds transferred to the City under this Agreement. In the event the City terminates this Agreement, the City shall refund to the County any unexpended funds transferred to the City under this Agreement.

3.8 Authority to Terminate. The County Manager or the County Manager's designee is authorized to terminate this Agreement on behalf of the County. The City Manager or the City Manager's designee is authorized to terminate this Agreement on behalf of the City.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the City Manager of the City and the County Manager of the County have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the City Clerk and the Clerk of the Board of County Commissioners have affixed the seal of the City and the County, as applicable in this Interlocal Agreement.

CITY OF CHARLOTTE

COUNTY OF MECKLENBURG

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ATTEST:

ATTEST:

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City Clerk

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Clerk of the Board

APPROVED AS TO FORM

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County Attorney

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

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County Finance Director

## **STATEMENT OF WORK**

### **I. TERM**

The initial pilot phase term of this Agreement shall be for one (1) year from March 01, 2021 through February 28, 2022.

### **II. AMOUNT**

1. Pilot Project Amount: \$500,000.
  - a. City of Charlotte will designate \$250,000 of City funding for the pilot phase of the violence interruption program.
  - b. Mecklenburg County will designate \$250,000 of County funds in support of the pilot phase of the violence interruption program.
2. City shall issue monthly invoices to the County for services rendered up to the amount of \$250,000.
  - a. Submit invoice via electronic format to the email address below:  
[HSFInvoiceProcessing@mecklenburgcountync.gov](mailto:HSFInvoiceProcessing@mecklenburgcountync.gov)
3. Payment will be made via electronic funds transfer.
4. Payment will be made upon 30 days from receipt of invoice.

### **III. FOCUS AREA**

Develop a violence interruption program that focuses on de-escalation, employment, and providing social services to high priority residents in the identified priority area - Beatties Ford Road and LaSalle Street in Charlotte, Mecklenburg County – with the goal of reducing the shooting and homicide rates in the priority area.

### **IV. BOTH PARTIES AGREE**

To facilitate routine and on-going collaboration and partnership amongst local elected governing bodies and staff, to share resources and information, to improve efficiency of service delivery, and to achieve maximum positive benefit for residents.

### **V. CITY RESPONSIBILITIES**

1. Define rights and responsibilities of the Parties in providing support for the Safe Communities Committee to reduce community violence.
2. Issue Request for Proposal to select a host organization for the violence interruption program for one (1) year.
3. Contract with host organization to host the violence interruption program and to employ local, credible individuals with deep ties to the neighborhood called “violence interrupters” to de-escalate situations and avert violent incidents.
4. Contract with Cure Violence to provide consultation during the pilot phase.
5. Coordinate and attend quarterly check in meetings with host organization and Cure Violence on progress of the program including metrics associated with the projects.
  - a. 3 months: Number of days without shootings or homicides
  - b. 6 months: Number of weeks without shootings or homicides
  - c. 9 months: Number of weeks without shootings or homicides

- d. 12 months: Reduction in percent of shootings or homicides compared to the prior 12-month period. The goal of the program is a reduction of 30-40% compared to previous year *or substantial lower rate of increase compared to city overall rate*

## **VI. COUNTY RESPONSIBILITIES**

1. Participate in RFP process to select the host organization
2. Participate in the selection process to identify violence interrupters
3. Attend quarterly check in meetings with host organization and Cure Violence on progress of the program including metrics associated with the projects.
  - a. 3 months: Number of days without shootings or homicides
  - b. 6 months: Number of weeks without shootings or homicides
  - c. 9 months: Number of weeks without shootings or homicides
  - d. 12 months: Reduction in percent of shootings or homicides compared to the prior 12-month period. The goal of the program is a reduction of 30-40% compared to previous year *or substantial lower rate of increase compared to city overall rate*
4. Provide a Project Manager who will manage the programmatic area of the Agreement. The Project Manager will:
  - a. Be the point of contact for the City.
  - b. Maintain communication with City and Procurement Analyst.
  - c. Keep City and Procurement Analyst informed of any policy changes.

## **VII. NOTICES**

### **City Administrator:**

Name: Federico Rios  
Address: 600 East Trade Street  
Charlotte, NC 28202  
Phone: 704-336-1264  
E-mail: [Federico.Rios@charlottenc.gov](mailto:Federico.Rios@charlottenc.gov)

### **County Project Manager:**

Name: Tracie Campbell  
Address: 249 Billingsley Road  
Charlotte, NC 28211  
Phone: 980-314-9117  
E-mail: [Tracie.Campbell@MeckNC.gov](mailto:Tracie.Campbell@MeckNC.gov)

### **County Procurement Analyst:**

Name: Barbara Singh Williams  
Address: 700 E. 4<sup>th</sup> Street, 4<sup>th</sup> Floor  
Charlotte, NC 28202  
Phone: 980-314-2412  
E-mail: [Barbara.Williams@MeckNC.gov](mailto:Barbara.Williams@MeckNC.gov)