

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**AGREEMENT TO IMPLEMENT AN  
URBAN COST-SHARE PROGRAM**

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between MECKLENBURG SOIL & WATER CONSERVATION DISTRICT (hereinafter referred to as "District") and the CITY OF CHARLOTTE, a North Carolina municipal corporation, (hereinafter referred to as "City").

**WHEREAS**, the District currently implements an Agricultural Cost-Share Program, a Community Conservation Assistance Program, an Agricultural Water Resource Assistance Program, and an Urban Cost Share Program;

**WHEREAS**, the District has requested and has been allocated funding from Mecklenburg County, has historically received funding from the North Carolina Land and Water Fund grant program, and will continue to seek other sources of funding for the purposes of implementing an urban cost-share program;

**WHEREAS**, the District and City both have educational goals to raise awareness of the storm drainage system and non-point source pollution, expand knowledge regarding storm water and non-point source pollution among the citizens of Charlotte and Mecklenburg County and change the behaviors of the citizens of Charlotte and Mecklenburg County to positively impact water quality in Charlotte and Mecklenburg County;

**WHEREAS**, the District has developed and implemented an Urban Cost-Share Program ("UCSP") to serve as an educational tool that meets the educational goals of the District;

**WHEREAS**, the City has reviewed the UCSP to verify that it also meets the water quality research and educational goals of the City;

**WHEREAS**, the District Board of Supervisors approved the initial implementation of the UCSP on October 12, 2004, and has since implemented approximately 150 projects;

**WHEREAS** implementation has a proven cost-effective means to address surface water quality projects and water quality education;

**WHEREAS**, the City is willing to provide funding for the UCSP through June 30, 2027;

**WHEREAS**, it is in the parties' mutual best interests to have the administration and maintenance of the Program be coordinated and conducted by the District;

**NOW, THEREFORE**, in consideration of mutual agreements set forth herein, the parties agree as follows:

1. **Funding.** The City agrees to provide \$60,000 for the implementation of the UCSP. The funds shall only be used to cost share the Best Management Practices (BMP) installed on land within the City's corporate limits and shall not be used for technical assistance, salary, office supplies, office space, etc. This funding can be used for design and construction of BMPs as part of the UCSP (together, "BMP Implementation Expenses").

The City also agrees to provide \$32,000 through June 30, 2027, for technical assistance, project administration and general operations. These funds shall be used toward salary, benefits, and operational expenses for one, full-time Conservation District Manager and operational expenses for the District's Board of Supervisors (collectively, "Operational Expenses").

The City agrees to pay invoices provided by the District for an amount mutually agreed to by both parties and that may be paid in quarterly installments. Invoices should include funds spent on BMP Implementation Expenses and Operational Expenses, listed separately. The District shall also provide documentation of the next quarter's forecasted expenditures for BMP Implementation Expenses and Operational Expenses.

2. Administration. The District is entirely responsible for the administration of the UCSP. Nothing in this Agreement shall establish a joint agency between the parties, and nothing contained in this Agreement shall be construed to (i) give any Party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such Parties as partners, joint venturers, co-owners or otherwise as participants in a joint ventures or common undertaking; or (iii) make either Party an agent or employee of the other, for any purpose whatsoever. Neither Party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.
  
3. Reporting. The District agrees to meet with the City as requested and provide quarterly reports to Charlotte Storm Water Services accompanying each invoice. The reports should include: a summary of applications to date (quantity, BMP, approval status), a summary of contracts to date (quantity, BMP, cost of installation, amount of cost-share), a summary of Conservation District Manager position expenses and a ledger indicating funding debits and credits for the Program. The ledger should demonstrate that the City-provided BMP funds are only used within the City's corporate limits.
  
4. Changes to the Program. If at any time the District Board of Supervisors agrees to make changes to the UCSP in any way, the District will provide written documentation to the City outlining the program changes. The City then has the right to review the changes and immediately withdraw its support if it is determined that the new changes do not support the City's educational goals. In the case that changes are made to the UCSP that cannot be supported by the City, the City will notify the District in writing and expect a partial refund for any remaining funds that were originally provided by the City.
  
5. Exceptions to Program Policies. If at any time the District seeks to make an exception to the UCSP Policies (i.e.: allowing the use of funds for a critical area planting on government owned/controlled land), the District will confer with the City and further agrees to allow only exceptions which are determined to be mutually acceptable by the District and City.
  
6. Revisions. The City Manager and District Manager, or their designees, are authorized to modify or amend this Agreement without further authorization of the Charlotte City Council or the District's Board of Supervisors.
  
7. Notices. All notices, invoices, reports or any questions concerning this Program should be addressed as follows:

| If to the District:   | If to the City:   |
|---|---|
| Allison Channell<br>Mecklenburg Soil & Water Conservation District<br>2145 Suttle Avenue<br>Charlotte, NC 28208<br>704-336-2455<br>Allison.Channell@MecklenburgCountyNC.gov | Kristen Laccetti<br>City of Charlotte - Storm Water Services<br>4100 W Tyvola Road<br>Charlotte, NC 28208<br>980-214-2674<br>Kristen.laccetti@charlottenc.gov |

8. Applicable Law. This agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**CITY OF CHARLOTTE**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
*(signature)*

**MECKLENBURG SOIL & WATER CONSERVATION DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Barbara Bleiweis, Board Chairman