

NORTH CAROLINA

INTERLOCAL AGREEMENT FOR

GASTON COUNTY

LAW ENFORCEMENT SERVICES

This Agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of McAdenville, a municipal corporation having a charter granted by the State of North Carolina, hereafter referred to as “Municipality” or “Town,” and Gaston County, a corporate and political body and a subdivision of the State of North Carolina, hereafter referred to as “County.”

W I T N E S S E T H:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, the Municipality has requested that the County provide law enforcement services within the corporate boundaries of the Municipality; and,

WHEREAS, pursuant to N.C. Gen. Stat. Chapter 160A, Article 20 upon official request of the governing body of any municipality within the County, the Gaston County Board of Commissioners may by agreement exercise enforcement powers within said municipality and upon such direction may do so until such time as the Municipal governing body officially withdraws its request; and,

WHEREAS, the Gaston County Board of Commissioners upon approval of a resolution, and with written notice, may withdraw the offering of the service to the Municipality, pursuant and subject to the terms set forth in Section 9 of this Agreement.

NOW, THEREFORE, it is agreed by the parties hereto that the County through the Gaston County Police Department will provide law enforcement services within the corporate limits of the Municipality on the terms and conditions set forth below:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the Municipality to contract with the County for law enforcement services within its corporate limits and to confer to the County the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement.

2. Term. The term of this Agreement shall be effective beginning at 6:00 AM July 1, 2025 through 5:59 AM July 1, 2030. This Agreement shall continue for an additional 5-year term, through July 1, 2035, provided the parties may make mutually agreeable adjustments to the levels of service and compensation due as necessary for the additional term to be agreed upon in good faith by both parties.

3. Responsibilities. See also Exhibit B, which is attached hereto and incorporated by reference.

A. Municipality. The Municipality agrees to:

- (i) make payments to the County in accordance with the fee schedule in the attached Exhibit A, which is incorporated herein by reference;
- (ii) allow the County to collect and retain any abandoned or seized property, fees, or fines collected in accordance with the law;
- (iii) defend all claims against it and its employees for incidents that occur prior to the date of this Agreement and indemnify and hold the County harmless from any judgments against it and said employees. The County agrees to defend all claims against the Municipality arising out of like incidents that occur from and after the date of this Agreement, and further agrees to indemnify and hold the Municipality harmless from any judgments against the Municipality resulting therefrom.

B. County. The County through the County Police agrees to:

- (i) provide law enforcement services;
- (ii) seek criminal enforcement of the law when necessary, in the County's discretion;
- (iii) enforce the Municipality's ordinances and regulations;
- (iv) assume responsibility for the Municipality's criminal records;
- (v) provide funeral escort services;
- (vi) provide and/or coordinate, police and security for festivals and parades (including without limitation McAdenville's Christmas Town event);
- (vii) act as McAdenville's ABC permitting agent and police this function;
- (viii) provide community policing activities;
- (ix) provide School Resource Officers for McAdenville and Lowell Elementary without interruption;
- (x) attend McAdenville Town Council meetings and be available to provide reasonable assistance on committees and participate in work groups; and
- (xi) Assist with other duties as needed that align with ensuring public safety.

4. Geographic & Subject Matter Jurisdiction. To the fullest extent permitted by the laws of the State of North Carolina and the United States, the Municipality hereby grants to the County the authority to enforce the laws of the State of North Carolina and Municipality's ordinances as they now exist or as they may hereinafter be adopted within Municipality's incorporated area, and the County accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this Agreement.

5. Control. The personnel assigned to the Town pursuant to this Agreement shall be under the exclusive control, direction, and supervision of the Chief of the Gaston County Police Department or his designee. Neither the Town nor any of its employees or elected officials shall have the right to control, direct, or supervise the activities of such personnel assigned to the Town for

purposes of this Agreement. The Town will address any and all concerns, issues, or matters arising under this Agreement and the services being rendered hereunder with the Chief of the Gaston County Police Department or his designee.

6. Personnel. The County shall employ and provide sufficient personnel to perform law enforcement duties for the Municipality on a 24/7/365 basis, meeting or exceeding coverage provided by GCPD in unincorporated areas. The County will also provide enhanced, high-visibility patrols and community policing services within the Town limits. The jurisdiction, authority, rights, privileges, and immunities (including coverage under the worker's compensation laws) which officers, agents, and employees of the County currently enjoy within County jurisdiction shall also be enjoyed in the Municipality's jurisdiction when officers act pursuant to this Agreement and within the scope of their authority or the course of their employment.

7. Costs. The cost of services provided by the County shall be reimbursed to the County by the Municipality in a total amount set forth in Exhibit A, which is attached hereto and incorporated by reference. Payments to be made pursuant to this Agreement shall be made to the County in monthly installments each year with the first such installment being due and payable on July 5th, 2025.

8. Equipment and Structures. The County will provide all equipment and structures at its sole cost to perform its obligations hereunder. Such equipment includes, but may not be limited to, traffic cones, signs, barriers, barricades, and traffic control devices.

9. Termination. The Municipality or County may terminate this Agreement upon a one hundred eighty (180) day written notice to the Chairman or Mayor of the governing unit. Provided however, notwithstanding the giving of such notice, the duties and obligations of the parties shall continue in full force and effect and the County shall continue to provide law enforcement to the Municipality under the terms and conditions of this Agreement until the Municipality has obtained a substitute police force sufficient to provide law enforcement to its citizens, or by the end of the current term whichever shall first occur. Upon receipt of notification of the intent to terminate from either party, the parties shall forthwith begin a plan for the transition of law enforcement from the County

back to the Municipality. The Municipal representatives and County managers shall meet and jointly present to their respective governing boards their plan for the orderly termination of law enforcement from County to the Municipality within thirty (30) days following the receipt of such notice of intent to terminate. Payment for services shall be prorated to the date the Municipality assumes law enforcement responsibility.

10. Notice. All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address as shown below, or such other address as it may designate, by notice given as aforesaid:

If to the County:

County Manager  
P.O. Box 1578  
Gastonia, NC 28053-1578

If to the Town:

Town Administrator  
PO Box 9,  
McAdenville, NC 28101

11. Amendment. This Agreement may only be amended in writing upon the signature of both parties. No oral agreements or resolutions shall have any effect.

12. Entire Agreement. This Agreement is the only agreement between the parties and contains all the terms agreed upon and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of Municipality codes or Municipality ordinances that are specifically excluded. If any part of this Agreement is held invalid such decision shall not render the document invalid.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by themselves for their duly authorized officers of the day and year first above written.

GASTON COUNTY

By: \_\_\_\_\_  
Chairman of the Board of Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to the Board of Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney

TOWN OF McADENVILLE

By: \_\_\_\_\_  
Mayor of McAdenville

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

## **EXHIBIT A**

\$255,000.00 per year, fixed for the first two (2) fiscal years. Thereafter, the parties will negotiate in good faith increases to this contract, not to exceed a cumulative five percent (5%) increase over the term of the contract. Provided however, that such annual increases of costs hereunder will be limited solely to actual percentage increases for salaries, benefits, fuel, and operational costs related to services directly provided to the Municipality. The percentage cost increase to the Municipality shall not exceed the percentage increase in the Gaston County Police Department Budget for the equivalent year.

**EXHIBIT B to Interlocal Agreement for Police Services**  
**Between the Town of McAdenville and Gaston County**

To Provide 24-Hour Contracted Police Services to the Town of McAdenville

**MCADENVILLE POLICE COVERAGE**

It is essential to the McAdenville Community to possess a progressive, responsible police force, as has always been its history. To this end:

- The Gaston County Police Department (GCPD) will provide all police services to the Town of McAdenville on a 24/7/365 basis meeting or exceeding coverage provided by GCPD in unincorporated areas. The County will also provide enhanced, high-visibility patrols and community policing services within the Town limits.
- With the County's reasonable assistance, McAdenville will maintain an active ORI for crime reporting purposes.
- GCPD will provide School Resource Officers (SROs) to McAdenville and Lowell Elementary schools.
- GCPD personnel will be present for McAdenville Town meetings and will be available to provide reasonable assistance on committees, participate in work groups, assist in the preparation of justice-related grant projects, etc., as needed by the Town of McAdenville.

**PATROL**

GCPD patrol units will utilize current policing procedures to patrol all incorporated areas of the Town of McAdenville and any property owned or operated by the Town of McAdenville. Patrol units will answer all calls for service within the incorporated area of the Town of McAdenville and on any property owned or operated by the Town of McAdenville. Assigned officers may be temporarily diverted outside of Town limits due to emergencies and exigent situations.

GCPD must make crime and policing statistics available, consistent with North Carolina Public Records Laws, for incidents, criminal activity, and enforcement actions taken within the McAdenville Town limits. All public records (call reports, incident reports, crash reports, etc.) initiated by GCPD personnel will be available from the Gaston County Police headquarters and from the GCPD website. GCPD must send reports to McAdenville Town Hall for pick-up by McAdenville residents upon request.

GCPD officers will enforce traffic laws within the Town of McAdenville in an impartial manner utilizing stationary and moving RADAR patrols, operator's license checking stations, DWI abatement stations, utilization of the speed enforcement trailers, and perform statistical checks of traffic movement and maximum speed in problem areas. The Town of McAdenville currently has two (2) electronic traffic signs from which data can be obtained by GCPD officers. GCPD officers will also maintain these signs in good working order by notifying McAdenville officials of the need for service on these signs in the event of malfunctions.

**CRIMINAL INVESTIGATIONS**

GCPD will conduct all criminal investigations within the Town of McAdenville.



## **SCHOOL SAFETY & SECURITY**

GCPD will provide SRO services to McAdenville and Lowell Elementary Schools. Resource Officers will assist with safety/security plans for the physical school location, as well as provide classroom presentations on law enforcement/crime prevention topics.

## **COMMUNITY-BASED ACTIVITIES/SPECIAL EVENTS**

- Police/public safety coordination of Annual Tree Lighting Event and Yule Log Parade. In addition, officers will be available for security, crowd control, traffic control, etc. as determined essential by GCPD Command Staff and Town of McAdenville Officials. Any additional officers will be obtained by GCPD through mutual aid agreements between GCPD and various police agencies and paid by the Town of McAdenville.
- Police/public safety coordination of Annual Christmas Town U.S.A. event. In addition, officers will be available for security, crowd control, traffic control, etc. as determined essential by GCPD Command Staff and Town of McAdenville Officials. Any additional officers will be obtained by GCPD through mutual aid agreements between GCPD and various police agencies and paid by the Town of McAdenville.
- Police/public safety coordination of any future special events or celebrations within the Town limits. Crime prevention or other static displays are available for special events. A Central Command post will be initiated and manned for special events where larger crowds are expected to gather. The number of officers needed for any event/celebration will be determined by GCPD Command Staff and Town of McAdenville Officials. Additional officers, if needed, will be hired by sponsoring entities to provide security, crowd control, traffic control, etc.

## **TOWN SUPPORT**

- GCPD personnel will be present for regular meetings of the McAdenville Town Council, and upon request for special meetings, at which time GCPD personnel will provide the Council with a monthly report of GCPD initiated statistics for the Town, and will participate in committees as requested by the McAdenville Town Council to aid in the protection and preservation of life and property for the citizens of the Town of McAdenville.
- GCPD will provide the Town Administrator with a specific liaison that could be contacted as needed 24/7/365.
- In addition, GCPD will be responsible for the installation and removal of traffic equipment, cones, barricades, etc. when used in the Town.
- GCPD will be responsible for initiating and managing road closures during severe weather or other emergency events.

## **CRIME PREVENTION ACTIVITIES**

- **Neighborhood Watch** – GCPD personnel will assist the current, and any future, Neighborhood Watch programs within the incorporated limits of the Town of McAdenville.

- **Residential/Business Security Surveys** – GCPD personnel will be available to business owners, educational institutions, places of worship, and residents within the corporate limits of the Town of McAdenville to conduct security surveys of their properties and provide detailed information on how to better secure their belongings.