

## **COOPERATIVE AGREEMENT**

The Towns of Cornelius, Davidson and Huntersville (hereinafter “Towns”) and Safe Alliance, Inc. (“Safe Alliance”), have agreed to the following measures that will enable these Towns to provide better services to victims of domestic violence and sexual assault. The Towns have appropriated certain sums to fund Safe Alliance’s Lake Norman Sexual Trauma Resource Center (STRC), and may in the future appropriate more funds for the STRC. The procedures agreed to herein are intended to ensure that victims of domestic violence and sexual assault will receive information about services available to them and that they are made aware of their rights as victims. These procedures are also designed to encourage the cooperation of victims with law enforcement, prosecution, and the criminal justice system. This agreement broadly defines the services which will be provided by the police departments of the Towns and Safe Alliance.

The Cornelius, Davidson and Huntersville Police Departments (CPD, DPD and HPD) will comply with the intent of the Crime Victims Right Act by providing services described below. However, no liability or cause of action shall arise from the failure of the CPD, DPD, or HPD and/or its members to ensure that victims receive such services or from the failure of victims to receive such services.

At their discretion CPD, DPD, and HPD will refer victims of domestic violence and sexual assault to Safe Alliance’s Victim Advocate.

CPD, DPD, and HPD will each designate a liaison to the Safe Alliance STRC. As requested, the Safe Alliance Victim Advocate and the designated liaison from CPD, DPD, and HPD will participate in multidisciplinary team training activities to promote effective collaboration between the agencies. The training topics may include, but are not limited to, the social and legal dynamics of sexual assault, intimate partner violence, and child abuse.

CPD, DPD, and HPD will provide, consistent with maintaining the integrity of the investigation and in accordance with all state and federal laws, case information crucial to rendering services to victims.

CPD, DPD, and HPD will work to promote victim safety by transporting Lake Norman residents seeking emergency shelter to a designated area hotel, and by conducting more frequent security checks at that hotel while victims are in residence, as staffing levels and calls for service allow.

Safe Alliance agrees to the following: Safe Alliance’s Lake Norman Sexual Trauma Resource Center, in partnership with Safe Alliance’s Victim Assistance office, will provide safety planning and victim advocacy services to victims of sexual assault and domestic violence at no cost to victims or their family members at the request of the victim or upon referral from CPD, DPD or HPD. Services include but are not limited to:

- provide information to victims concerning upcoming court dates and times;
- assist victims with the application for the Domestic Violence Protection Order
- accompany victims to court during their hearings;
- assist victims seeking short term emergency shelter at a local hotel, helping them to access temporary assistance with transportation and child care.
- assist victims in obtaining aid and services from other social services agencies and
- provide the aforementioned services to non-English speaking victims

Where appropriate, Safe Alliance's advocate will refer victims for trauma informed counseling. Counseling services are offered on a sliding fee scale.

Safe Alliance will offer the services of a Victim Advocate and will provide supervision and training to the Victim Advocate. Safe Alliance will maintain a database documenting the volume and type of service delivery, victim demographic information, and the impact on victims of the services delivered.

Safe Alliance will administer funds restricted to the provision of direct assistance to clients (eg. Funds for emergency shelter, child care or transportation), and notify CPD, DPD and HPD when funds are expended and no longer available.

Safe Alliance is responsible for statistical and outcome reports as required by the Towns of Cornelius, Davidson, and Huntersville. Safe Alliance will provide to the boards of each town an annual summary of the services offered to victims. Safe Alliance will keep current and accurate accounts of its use of the grant money provided by the Towns of Cornelius, Davidson and Huntersville and shall make these accounts available for inspection by the Towns.

This agreement is effective upon the final date of signing by the parties, and will remain in force until any party terminates in writing, or until any Town terminates its financial commitment to Safe Alliance. Cornelius, Davidson or Huntersville will provide no less than fourteen (14) days' notice should the Town decide to terminate either this agreement or its financial commitment to Safe Alliance. Should Safe Alliance terminate the agreement, Safe Alliance will issue a pro-rata reimbursement to the Towns of any allocated funds. This agreement may only be amended, modified, expanded, etc. as mutually agreed upon by the parties, in writing.

This Agreement shall be controlled and interpreted by the Laws of the State of North Carolina. The sole venue for the resolution of any dispute hereunder shall be a State or Federal court sitting in Mecklenburg County, North Carolina.

All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, or sent by U.S. certified mail, return receipt requested, or by a nationally recognized overnight delivery service (Fed Ex, UPS, etc.) to the following addresses:

If to Safe Alliance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Cornelius: Town Manager  
Town of Cornelius  
Post Office Box 399  
Cornelius, NC 28031

If to Davidson: Town Manager  
Town of Davidson  
Post Office 579  
Davidson, NC 28036

If to Huntersville: Town Manager  
Town of Huntersville  
Post Office Box 664  
Huntersville, NC 28070

**IN WITNESS THEREOF**, the parties have executed this Agreement as of the date of the last signing.

**SAFE ALLIANCE, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOWN OF CORNELIUS**

ATTEST:

\_\_\_\_\_  
Lori Harrell, Town Clerk

By: \_\_\_\_\_  
Anthony Roberts, Town Manager  
Date: \_\_\_\_\_

(SEAL)

Approved as to Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT

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

\_\_\_\_\_  
Director of Finance

**TOWN OF DAVIDSON**

ATTEST:

\_\_\_\_\_  
Heather James, Town Clerk

By: \_\_\_\_\_  
James Justice, Town Manager  
Date: \_\_\_\_\_

(SEAL)

Approved as to Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT

\_\_\_\_\_  
Richard Kline, Town Attorney

\_\_\_\_\_  
Director of Finance

**TOWN OF HUNTERSVILLE**

ATTEST:

\_\_\_\_\_  
Janet Pierson, Town Clerk

(SEAL)

By: \_\_\_\_\_

Greg Ferguson, Town Manager

Date: \_\_\_\_\_

Approved as to Form:

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CONTROL ACT

\_\_\_\_\_  
Robert B. Blythe, Town Attorney

\_\_\_\_\_  
Director of Finance