

NORTH CAROLINA

**AN INTERLOCAL AGREEMENT BETWEEN THE TOWNS OF
MOORESVILLE, DAVIDSON, CORNELIUS AND
HUNTERSVILLE, NORTH CAROLINA, CREATING THE LAKE
NORMAN REGIONAL TRANSPORTATION COMMISSION**

IREDELL COUNTY

This Interlocal Agreement is entered into the date and year of its last execution by and between the Town of Mooresville (hereinafter "Mooresville"), the Town of Davidson (hereinafter "Davidson"), the Town of Cornelius (hereinafter "Cornelius"), and the Town of Huntersville (hereinafter "Huntersville"), individually a Party or collectively referred to herein as the "Parties," all of which are municipal corporations organized under the laws of the State of North Carolina.

WITNESSETH

Article 1. Authority

- a. North Carolina General Statute § 160A-461 permits one or more units of local government to enter into contracts or agreements with each other in order to execute any undertaking. To this end, North Carolina General Statute § 160A-462 authorizes such units of local government to establish a joint agency charged with any or all of the responsibility for the undertaking.
- b. The Towns of Mooresville, Davidson, Cornelius, and Huntersville are each municipal corporations organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on towns in North Carolina.

Article 2. Purpose

- a. The purpose of this Agreement is to establish an interlocal agreement for the purposes as set forth herein.

Article 3. Name

- a. The name of the agency created under this Agreement shall be the "Lake Norman Regional Transportation Commission" (hereinafter "Commission").

Article 4. Objectives

The objective of the Commission is to study, investigate and advocate any and all transportation improvements in the Lake Norman area.

Article 5. Governance

- a. The Commission shall consist of two members from each Town that is a Party to this Agreement for a total of eight (8) members. If other Parties are added to this Agreement, such Party shall have two members thereby increasing the membership of the Commission accordingly. Members will represent their town that is a Party in Commission matters. Any actions required herein by Parties shall be taken by the governing board of each Party.
 - i. Such members shall consist of one member of each Town Board and the Town Manager (or his/her designee), of each Town that is a Party to this Agreement. Such Town Boards may appoint alternate members to attend Commission meetings and conduct Commission business in the event of the absence of a regular member.
- b. Meetings shall be held on the second Wednesdays of each month, with a quorum of such members needed to hold a meeting of the Commission, a quorum consisting of at least six (6) members of the Commission.
- c. The Commission shall elect one of its members as chairperson of the Commission to serve on an annual basis. The Chairperson shall be selected from a town that is a Party to this agreement on a rotating basis so that each Party will have a member who is Chairperson in a four year period.

Article 6. Voting

- a. The Commission shall operate by majority vote of those members present and constituting a quorum as defined in Article 5 herein. In the case of a vote that results in a tie, the item shall be considered again at the next regularly scheduled meeting.
- b. Any recommendations made by the Commission to the Parties hereto shall only become effective if a majority of the Parties to this agreement vote in favor of such recommendations.
- c. Each Town that is a Party to this Agreement reserves the right to specifically not authorize the Commission to represent its interests before any legislative body, board, administrative hearing, or such other occasion in which the Commission is asked, invited, or required to attend or on any particular matter.

Article 7. Staff

- a. The initial staffing plan shall constitute the time-frame from adoption of this Interlocal Agreement through June 30, 2009. This plan is as follows: Hiring an Executive Director at the cost of \$20,000.00 plus expenses up to \$4000.00. These amounts shall not be exceeded without the majority of the Parties voting for such.
- b. The Commission shall submit subsequent staffing plans to the Parties annually for the

Parties to consider during their typical budget processes. A staffing plan shall be approved unanimously by the Parties. A plan may be modified as recommended by the Commission and approved by the Parties as set forth in Article 6 herein.

Article 8. Funding

- a. Funding for the Commission shall come from the Parties to this Agreement.
- b. Funding for administration of the Commission shall be apportioned among the Parties as follows:
 - 75% of administration funding shall be apportioned equally among the Parties.
 - 25% of administration funding shall be apportioned proportional to the percentage of population per Party relative to the Parties' combined population. Population figures shall be based upon the most current certified annual population issued by the North Carolina State Demographer's Office.

Article 9. Fiscal Agent

- a. The Town of Cornelius shall serve as fiscal agent for the Commission for administrative and staffing purposes. Cornelius will collect and disperse all funds of the Commission; serve as the employer of record for all Commission employees, contractors, or subcontractors; arrange for office space for the staff as needed; report to the Parties on relevant financial matters involving the Commission; and conduct audits regarding such funds. The Commission shall reimburse the Town of Cornelius for performing these duties. The other Towns that are Parties agree to indemnify and hold harmless the Town of Cornelius for any claims or damages arising from performance of its duties as fiscal agent for the Commission except where the claim or damage is a result of the gross negligent or willful acts of Cornelius, its officers, employees and agents. At the time a project is preparing to commence, the Commission shall determine which party is the most appropriate to act as fiscal agent for that specific project. A project fiscal agent is responsible for all duties stated above for that specific project.

Article 10. New Members

- a. New member Towns may be added to the Commission based on their request and the approval of the Commission and approval by a unanimous vote of all the Parties. If a new member is added, this Agreement will be amended to reflect such new member and that member shall become a Party.

Article 11. Advisory Committees

- a. The Commission shall have the authority to form such committees with such members as it deems necessary to offer advice and provide recommendations to the Commission.

Article 12. Sunset Clause

- a. This Commission shall terminate five (5) years after its creation unless the then current Parties shall by majority vote agree to extend its term.

Article 13. Review

- a. On or by July 1 every two years after creation of the Commission, the Commission shall convene a committee to review all aspects of the organization and report to the Parties regarding any recommendations for changes to this Agreement or in practices of the Commission.

Article 14. Nonbinding Effect

- a. Decisions made by the Commission are not intended to bind, be meant to bind, nor to be interpreted to bind the Parties to this Agreement. It is understood that any actions taken by the Commission are recommendations only unless or until such recommended action is ratified by the Parties to this Agreement.

Article 15. Withdrawing

- a. A Party may withdraw from this Agreement effective as of the end of any fiscal year by giving the other Parties notice of its intent to withdraw at least four (4) months prior to the end of such fiscal year, provided that such withdrawing Party has satisfied all its obligations under this Agreement as of such date (any expenses incurred by such withdrawing Party up to the effective date of withdrawal shall remain the responsibility of such withdrawing Party). Such notice shall be sent to each Party's members on the Commission.

Adopted by each Party on the date and year as indicated below, to be effective on the date of last adoption.

TOWN OF MOORESVILLE

By: Bill Thunberg
Bill Thunberg, Mayor

Date Adopted: 1-5-09

[Town Seal]

Attest: Janet O. Pope
Janet O. Pope, Town Clerk

TOWN OF CORNELIUS

By: Jeffery P. Tarte
Jeffery P. Tarte, Mayor

Date Adopted: 12-01-08

[Town Seal]

Attest: Carolyn K. Sigmon
Carolyn Sigmon, Town Clerk

TOWN OF DAVIDSON

By: John Woods
John Woods, Mayor

Date Adopted: 12/09/08

[Town Seal]

Attest: Peggy Smith
Peggy Smith, Town Clerk

TOWN OF HUNTERSVILLE

By: Jill Swain
Jill Swain, Mayor

Date Adopted: 11-17-08

[Town Seal]

Attest: Janet Pierson
Janet Pierson, Town Clerk