

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

AN INTERLOCAL AGREEMENT BETWEEN THE TOWNS OF
DAVIDSON, CORNELIUS AND HUNTERSVILLE, NORTH CAROLINA,
CREATING THE _____ COMMITTEE

This Interlocal Agreement is entered into the date and year of its last execution by and between 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 authorized 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 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 _____ Committee (hereinafter "Committee").

Article 4. Objectives

- a. The objective of the Committee is to study, investigate and advocate any and all transportation improvement in the Lake Norman area, including continuing to promote regionalism amongst the lake towns of Huntersville, Cornelius, and Davidson while advocating to persuade local, State and Federal officials to give high priority to critical road, interstate, and transit projects which allow continued quality

Just
transportation
OR
include
other
regional topics?

and other multi-modal

of life and ease congestion in north Mecklenburg and Iredell Counties, and in the Lake Norman region while providing the vital infrastructure needed for continued economic growth.

Article 5. Governance

- (or his/her alternate)
- (or his/her alternate)
- a. The Committee shall consist of (1) the two representatives from each Town to the Charlotte Regional Transportation Planning Organization (hereafter, "CRTPO"). (2) the representative from each Town to the Technical Coordinating Committee ("TCC"), and (3) the representative from each Town to the Metropolitan Transit Commission ("MTC"), for a total of twelve (12) members. If other Parties are added to this Agreement, such Party shall have a similar number of representatives (and if such additional Party does not have representatives to the above designated agencies, then the Board of such Town shall designate the representatives so that each Town is represented by a similar number of members). Any actions required herein by the Parties shall be taken by the governing board of each such Party. In the event the designated members are unable to attend meetings, alternates may be designated by that Party.

- b. The members of the Committee shall, from time to time, designate a time and place of meeting, it being contemplated that the Committee shall meet monthly. The Town hosting the Committee shall be responsible for giving such notices of the meeting as may be required under the Open Meetings law of North Carolina. A quorum of members (presently consisting of at least seven (7) of the members) shall be required to hold a meeting. Designated alternates to regular members shall be counted in determining a quorum.

and that the
hosting Town
shall rotate
annually.

- c. The Committee shall elect one of its members as Chairperson of the Committee 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 three (3) year period.

Article 6. Voting

- a. The Committee 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 items shall be considered again at the next regularly scheduled meeting.

- ~~The Committee is advisory in nature. Action taken by the Committee shall only become effective if a majority of the Parties to the Agreement vote in favor of such recommendations.~~

~~that is received by the Parties are recommendations provided by the Committee.~~

- b. Each Town that is a Party to this Agreement reserves the right to specifically not authorize the Committee to represent its interests before any legislative body, board,

administrative hearing, or such other occasion in which the Committee is asked, invited, or required to attend, or on any particular matter.

Article 7. Staff, Funding.

- a. It is understood that the Committee is primarily for the purpose of discussion and recommendation, and accordingly will operate without a dedicated staff and that it will not have any separate funding, unless and until this Agreement is amended by the ~~unanimous~~ ^{affirmative} vote of each of the Towns who are party to this Agreement.

Article 8. New Members

- a. New member Towns may be added to the Committee based on their request and the approval of the Committee and approval by ~~a unanimous~~ ^{an affirmative} 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 9. Advisory Committees

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

Article 10. Term

- a. This Agreement become^s effective upon the date of ratification by resolution of the last of the Parties to so ratify this agreement, and shall terminate at a date that is twenty (20) years after such ratification, unless sooner terminated by mutual agreement of the parties or upon the withdrawal of all Parties save one, as hereafter provided. This Agreement may be continued for an additional period by a majority vote of the Parties.

Article 11. Review

- a. On or by July 1 ^{sub-} every two (2) years after creation of the Committee, the Committee 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 Committee.

Article 12. Nonbinding Effect

- a. Decisions made by the Committee 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 Committee are recommendations only unless or until such recommended action is ~~ratified~~ ^{voted in the affirmative and approved} by the Parties of this Agreement.

Article 13. 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 the 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 Committee.

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

TOWN OF DAVIDSON

By: _____
John Woods, Mayor

Date Adopted: _____

[Town Seal]

Attest: _____
Heather James, Town Clerk

TOWN OF CORNELIUS

By: _____
Chuck Travis, Mayor

Dated Adopted: _____

[Town Seal]

Attest: _____
Lori Harrell, Town Clerk

TOWN OF HUNTERSVILLE

By: _____
John Aneralla, Mayor

Date Adopted: _____

[Town Seal]

Attest: _____
Janet Pierson, Town Clerk