

NORTH CAROLINA

IREDELL COUNTY

**AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF MOORESVILLE, THE
TOWN OF DAVIDSON, THE TOWN OF TROUTMAN, THE CITY OF STATESVILLE,
AND THE COUNTY OF IREDELL, CREATING THE LAKE NORMAN REGIONAL
TRANSPORTATION COMMISSION**

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 Troutman (hereinafter "Troutman"), the City of Statesville (hereinafter "Statesville"), and the County of Iredell (hereinafter "County"), individually a Party or collectively referred to herein as the "Parties," all of which are municipal corporations or a body politic organized under the laws of the State of North Carolina.

W I T N E S S E T H

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. Mooresville, Davidson, Troutman, and Statesville 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. The County of Iredell is a body politic organized under the laws of the State of North Carolina, having the powers, duties, privileges, and immunities conferred by law on counties 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

- a. The objective of the Commission is to study, investigate, initiate, develop, and advocate transportation improvements in and around the area of Iredell County and North Mecklenburg County.

Article 5. Governance

- a. The Commission shall consist of two members from each Party to this Agreement for a total of ten (10) 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, city, or county, which is a party in Commission matters. Any actions required herein by the Parties shall be taken by the governing board of each Party.
 - i. Such members shall consist of one member of each Town's, City's, or County's Governing Board and the Town, City, or County Manager of each Party to this Agreement (or Manager's designee). Such 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 Wednesday 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. Such quorum shall be changed to reflect any additional members added pursuant to this Article, provided that a quorum is defined as one-half of the membership plus one.
- c. The Commission shall elect one of its members as chairperson of the Commission to serve on an annual basis, provided that only one member of each Party will serve as chairperson every five years.

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 jurisdiction 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. Each jurisdiction also reserves the right to dissent or abstain from any positions or decisions made by the Commission.

Article 7. Staffing

- a. The Commission shall contract for an executive director upon such terms and conditions as agreed to by the Commission. Such contract must contain specific objectives of the Commission including the specific priorities of each of the member Parties.

Article 8. Funding

- a. Funding for the Commission shall come from the Parties to this Agreement in the amount of \$55,000.
- b. Funding for administration of the Commission shall be initially apportioned among the Parties for such Term as set out in Article 13 herein as follows:

County of Iredell	\$15,750.00
Town of Mooresville	\$13,750.00
City of Statesville	\$10,750.00
Town of Davidson	\$ 9,750.00
Town of Troutman	\$ 5,000.00

- c. All funds due and payable pursuant to this Article shall be delivered to the Town of Mooresville as further set out in Article 10 herein within ten business days from execution by such Party contributing the funds.

Article 9. Social Media

- a. The Town of Mooresville shall serve as the administrator of any websites or other social media approved by the Commission and any charges associated with such administration shall be an expense of the Commission.

Article 10. Fiscal Agent

- a. The Town of Mooresville shall serve as fiscal agent for the Commission for administrative and staffing purposes. Mooresville 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 Mooresville for performing these duties. The other Parties agree to indemnify and hold harmless the Town of Mooresville 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 Mooresville, 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.
- b. Any funds shall be delivered to the Town of Mooresville addressed as follows:

Ms. Deborah Hockett
 Finance Director
 Town of Mooresville
 PO Box 878
 413 N Main St
 Mooresville NC 28115

Article 11. New Members

- a. Additional parties 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 12. 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 13. Term

- a. This Commission shall terminate on June 30, 2021, unless the then current Parties shall by majority vote agree to extend its term.

Article 13. 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.

[Signature Pages Follow]

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

TOWN OF MOORESVILLE

By: _____
Miles Atkins, Mayor

Date Adopted: _____

Attest: _____
Genevieve Miller, Town Clerk

[Town Seal]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

TOWN OF TROUTMAN

By: _____
Teross W. Young, Jr., Mayor

Date Adopted: _____

Attest: _____
Kimberly H. Davis, Town Clerk

[Town Seal]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

TOWN OF DAVIDSON

By: _____
Rusty Knox, Mayor

Date Adopted: _____

Attest: _____
Elizabeth K Shores, Town Clerk

[Town Seal]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

CITY OF STATESVILLE

By: _____
Costi Kutteh, Mayor

Date Adopted: _____

Attest: _____
Brenda Fugett, Town Clerk

[City Seal]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature of finance officer)

COUNTY OF IREDELL

By: _____
James B. Mallory III, Chairman

Date Adopted: _____

Attest: _____
Amy Anderson, Clerk to the Board

[County Seal]

This instrument has been preaudited in
the manner required by the Local
Government Budget and Fiscal Control
Act.

(Signature of finance officer)