

INTERLOCAL COOPERATION AGREEMENT
(The Merancas Campus Expansion and Huntersville Recreation Center)

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) made and entered as of the ____ day of _____ 2016, (the “Effective Date”) among **Mecklenburg County, North Carolina**, (hereinafter called “COUNTY”), **Central Piedmont Community College** (hereinafter called “CPCC”), and the **Town of Huntersville, North Carolina** (hereinafter called “TOWN”).

WITNESSETH:

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and counties and other local political subdivisions are authorized to enter into interlocal cooperation undertakings with each other for the contractual exercise by one unit of local government for the other unit of local government of any power, function, public enterprise, right, privilege, or immunity of local government; and

WHEREAS, CPCC wishes to expand the Merancas campus located in northern Mecklenburg County with the construction of a Public Safety Center, a Public Safety Training Village, and a commercial driving license (CDL) parking lot and laboratory in an effort to close the skills gap in high demand job areas such as law enforcement, fire, emergency medical services, and commercial driving; and

WHEREAS, CPCC has proposed the conveyance of County owned Tax Parcels 017-204-01 and 017-204-04 (hereinafter called North Parcels) on the north side of Verhoeff Drive, the site of the former Gatling Juvenile Detention Center, for the construction of the Public Safety Center, and conveyance of Tax Parcels Tax Parcels 017-421-11, 017-204-02, and a portion of 017-421-10 (hereinafter called South Parcels) on the south side of Verhoeff Drive for construction of a Public Safety Training Village and a CDL parking lot and laboratory as shown in Exhibit X attached hereto; and

WHEREAS, the TOWN is agreeable to the expansion of the Merancas campus onto the parcels south of Verhoeff Drive, portions of which are currently leased to the TOWN for the site of a future TOWN recreation center per the Third Amended and Restated Lease Agreement between the TOWN and the COUNTY made as of the 22nd day of April, 2015 and recorded in the Mecklenburg County Register of Deeds Office at Book 29949 Pages 709 – 721 (“TOWN Lease”); and

WHEREAS, the COUNTY, CPCC, and TOWN desire by this Agreement to enter into an agreement with respect to: the conveyance of certain COUNTY owned properties to CPCC for construction of facilities for the expansion of the Merancas Campus; a Fourth Amended and Restated Lease Agreement between the COUNTY and TOWN to remove the South Parcels from the TOWN Lease for conveyance to CPCC; and other Joint Use Agreements related to the funding, construction, and use of the Public Safety

Center, the Public Safety Training Village, the CDL parking lot and laboratory, and the future TOWN recreation center.

AGREEMENT

NOW, THEREFORE in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and conditions hereinafter set forth, the parties hereto agree for themselves, their successors and assigns, as follows:

1. **Purpose:** The purpose of this Agreement is to define COUNTY, CPCC, and TOWN duties pertaining to the conveyance, funding, construction, and use of properties currently owned by the COUNTY for future development of the Public Safety Center, the Public Safety Training Village, the CDL parking lot and laboratory, and the TOWN recreation center.

2. **Term of Agreement:** The term of this Agreement begins on the Effective Date and ends when all transactions described herein have been completed.

3. **COUNTY Property Conveyance to CPCC:**

A. Property to be Conveyed

- i. COUNTY agrees to convey the North Parcels, site of the former Gatling Juvenile Detention Center, to CPCC for future construction and operation of a Public Safety Center and parking lot associated with the Center.
- ii. COUNTY agrees to convey the South Parcels to CPCC for construction and operation of a CDL parking lot and laboratory and future construction of a Public Safety Training Village once the TOWN Lease has been amended to remove the South Parcels from the TOWN Lease, and once any necessary subdivision plat has been prepared and recorded.

B. Conditions of Real Estate Conveyance

- i. COUNTY agrees that both the North Parcels and the South Parcels shall be conveyed to CPCC without compensation.
- ii. CPCC agrees that conveyance of the North and South Parcels to it by the COUNTY is conditioned upon those deed and use restrictions as outlined in Section 4.B.i. through 4.B.vi. of this Agreement.

4. **CPCC duties:**

A. Land Acceptance

- i. CPCC agrees to accept ownership of the North Parcels from the COUNTY for construction and operation of a Public Safety Center and associate parking lot. CPCC agrees to accept all improvements on the North Parcels in their “as-is” condition without any contribution from the COUNTY for the cost to demolish and/or remediate the building

beyond the customary funding that is provided to CPCC through the capital budgeting process.

- ii. CPCC agrees to indemnify the COUNTY for any loss or damage resulting from its use of the building on the North Parcels in the interim period between conveyance of the North Parcels and the time that the building is demolished by CPCC.
- iii. CPCC agrees to accept ownership of the South Parcels for construction and operation of a Public Safety Training Village and a CDL parking lot and laboratory.
- iv. Upon conveyance of the North and South Parcels, CPCC agrees to maintain all existing and future facilities located on these properties.

B. Deed and Use Restrictions

- i. CPCC agrees that at the COUNTY'S request, both the North and South Parcels will be deeded back, or revert back to COUNTY ownership, if the improvements described herein to be constructed by CPCC on said Parcels are not under construction by July 1, 2030.
- ii. Ownership of the North and South Parcels automatically reverts back to the COUNTY, if not used as intended. Should the ownership of Tax Parcel 017-204-02 revert back to the COUNTY, upon written request from the TOWN, the COUNTY agrees to convey title to said Tax Parcel to the TOWN.
- iii. CPCC agrees that it may not convey the North or South Parcels to any third-party for any reason without first obtaining the written approval of the COUNTY. CPCC also agrees that it may not convey Tax Parcel 017-204-02 to any third party for any reason without first obtaining the written approval of the TOWN. However, CPCC may convey the future driveway entering into the planned parking lot on the South Parcels to the TOWN as public right-of-way without first seeking approval of the COUNTY.
- iv. Should either the North or South Parcels revert back to COUNTY ownership pursuant to Section 4B.ii of this Agreement, CPCC agrees to fund demolition and abatement of any facilities built on any of the properties by CPCC, should the COUNTY deem it necessary.
- v. Should the provisions of this Agreement go unmet and the former Gatling Juvenile Detention Center is not demolished by CPCC, CPCC will not be responsible for demolition and abatement of the building after it is transferred back to COUNTY ownership.
- vi. CPCC agrees to maintain the building located on the North Parcels in its existing condition until such time that it is demolished by CPCC to make way for the Public Safety Center and associated parking lot.

C. Funding, Construction, and Use of Public Safety Center on the North Parcels:

- i. CPCC agrees to construct the Public Safety Center and associated parking lot on the North Parcel. The Public Safety Center will be constructed with future undetermined bond funds. In the event that the Center is not funded by July 1, 2030, CPCC, the TOWN, and COUNTY agree to renegotiate continued and future use of the North Parcels.
- ii. CPCC agrees to allow use by the TOWN for the Huntersville Aquatic Center of the future parking lot to be constructed on the North Parcels by CPCC. . The review and approval process for construction of the parking lot and related use by the Huntersville Aquatic Center will be established upon CPCC receiving funding approval for the Public Safety Center project. In the event that additional parking is required prior to construction of the Public Safety Center, CPCC and the TOWN agree to enter into a Joint Use Agreement to allow for parking on the North Parcels by the TOWN.
- iii. Funding for construction of the Public Safety Center is the sole responsibility of CPCC.
- iv. When the Public Safety Center is funded and after the appropriate design phase, the conditions (such as hours and frequency) of the parking agreement with Huntersville Aquatic Center will be established in a Joint Use Agreement between CPCC and the TOWN.
- v. CPCC agrees to complete the recombination process on the North Parcels, according to TOWN's regulation, if required for the construction process.

D. Funding, construction, and use of Public Safety Village, CDL parking lot and laboratory on the South Parcels:

- i. CPCC agrees to construct the Public Safety Village on the South Parcels. The Public Safety Village will be constructed with future undetermined bond funds. In the event that the Village is not funded by July 1, 2030, CPCC, the TOWN, and the COUNTY agree to renegotiate continued and future use of the South Parcels.
- ii. Within twenty-four (24) months of conveyance of the South Parcels by the COUNTY, CPCC agrees to have construction of the CDL parking lot and laboratory completed. Upon approval by the State Board of Community Colleges, CPCC agrees to use funds provided to it from the State of North Carolina's 2016 Bond Program for design and construction of the CDL parking lot and laboratory.
- iii. CPCC agrees that the COUNTY will not participate in the cost to construct any portions of the CDL parking lot, laboratory, or the Public Safety Training Village beyond the customary funding that is provided to CPCC through the capital budgeting process.

- iv. CPCC and TOWN agree to enter into a Joint Use Agreement to establish the conditions by which the TOWN is allowed to use the CDL parking lot for park related activities.
- v. CPCC agrees to complete the subdivision recombination process on the South Parcels, according to TOWN's regulation if required for the construction process, at its expense. If a new subdivision plat is not required, CPCC agrees to pay for a boundary survey of the South Parcels for the legal description to be used in the deed to CPCC.

5. TOWN Recreation Center:

A. Lease Modification

- i. TOWN and COUNTY agree to amend and restate the TOWN Lease to remove Tax Parcels 017-421-11 and 017-204-02, which was the previous proposed site of the TOWN's future recreation center, and a portion of 017-421-10 to allow the COUNTY to transfer the South Parcels to CPCC for construction and operation of the Public Safety Village, CDL parking lot and the laboratory. This lease modification is to become effective only after the execution of this Agreement.

B. Funding, construction, and use of the TOWN's recreation center on Tax Parcel 017-421-10:

- i. TOWN agrees to construct its recreation center on the far eastern portion of Tax Parcel 017-421-10 adjacent to the existing Merancas Campus with frontage on Verhoeff Drive and consistent with the center's placement on the attached Exhibit X.
- ii. TOWN agrees to solely fund construction of the recreation center.
- iii. TOWN and CPCC agree to enter into a Joint Use Agreement by which CPCC will have use of the future recreation center.
- iv. Along the eastern boundary of Tax Parcel 017-421-10, the TOWN agrees to fund and construct a new entrance and driveway to Tax Parcel 017-421-10, including a driveway that aligns with a future CPCC parking lot on Tax Parcel 017-421-07. TOWN and CPCC agree to coordinate the design of the TOWN recreation center site and the design of the CPCC parking lot to ensure an ADA accessible route from the parking lot to the recreation center entrance.
- v. CPCC and the TOWN agree to be individually responsible for maintenance and capital repairs of the driveways and parking lot constructed on their properties.

6. Parking Lot on Merancas Campus:

A. Funding, construction, and use of parking lot on existing Merancas Campus Tax Parcel 017-421-07:

- vi. CPCC agrees to construct 100 additional parking spaces along the western boundary of the existing Merancas Campus in close proximity

of the new recreation center to be built by the Town and consistent with the general depiction of the lot as shown on Exhibit X.

- vii. CPCC agrees to build a vehicular and pedestrian accessible connection from the parking lot described in Section 6.A.i. of this Agreement to the new recreation center that the TOWN is to build pursuant to this Agreement. Extent of such vehicular and pedestrian connection shall stop at the property line between CPCC and TOWN. CPCC and TOWN agree to coordinate the design of the TOWN recreation center site and the design of the CPCC parking lot to ensure an ADA accessible route from the parking lot to the recreation center entrance. CPCC agrees to solely fund the design and construction of the parking lot and vehicular and pedestrian connections with no additional funding from the COUNTY outside the COUNTY's normal capital budgeting process.
 - viii. CPCC and the TOWN to establish the conditions by which the TOWN would be allowed to use this new parking lot for activities that take place at the Huntersville Athletic Park, new TOWN recreation center, and Aquatic Center.
7. **Meetings.** COUNTY, TOWN and CPCC agree to take such other and further steps as reasonable to accomplish the purpose of this Agreement. The parties agree to conduct meetings as necessary to review each party's performance under this Agreement.
8. **Force Majeure.** Neither party shall be deemed in default with respect to any of the terms, covenants and conditions of this Agreement if the party fails to perform and its failure is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), except for such events which are caused by that party's own employees; civil disorder; inability to procure material; failure of power; restrictive governmental laws and regulations; riots, insurrections, war, or civil strife, fuel shortages, accidents, casualties; Acts of God; acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees); or any other cause beyond the commercially reasonable control of the non-performing party.
9. **CPCC Indemnification.** To the extent permitted by law, CPCC agrees to indemnify, defend and save harmless COUNTY and TOWN, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with, arising from or connected with services performed on behalf of CPCC by any person pursuant to this Agreement. CPCC's duty to indemnify COUNTY and TOWN shall survive the expiration or other termination of this Agreement.
10. **COUNTY Indemnification.** To the extent permitted by law, COUNTY agrees to indemnify, defend and save harmless CPCC and TOWN, its agents, officers

and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with arising from or connected with services performed on behalf of COUNTY by any person pursuant to this Agreement. COUNTY'S duty to indemnify CPCC and TOWN shall survive the expiration or other termination of this Agreement.

11. **TOWN Indemnification.** To the extent permitted by law, TOWN agrees to indemnify, defend and save harmless CPCC and COUNTY, its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with arising from or connected with services performed on behalf of TOWN by any person pursuant to this Agreement. TOWN'S duty to indemnify CPCC and COUNTY shall survive the expiration or other termination of this Agreement.
12. **Enforcement of Agreement.** The parties agree that the remedy of specific performance would be an appropriate remedy, among others, for the enforcement of this Agreement.
13. **Methods of Amending or Terminating this Agreement.** This Agreement may be amended or terminated by written agreement authorized by the governing bodies of each party and signed by authorized representatives of each party. This Agreement may also be terminated by court order upon the finding that there has been substantial breach of this Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.
14. **Entire Agreement.** This Agreement contains the entire agreement among CPCC, COUNTY, and TOWN respecting the subject matter of this Agreement, and that there are no other agreements, oral or written, respecting the subject matter. This Agreement may not be altered, amended, or terminated by the parties except by a writing signed by all three parties hereto.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth in the Preamble hereto.

Mecklenburg County

By _____
County Manager

APPROVED AS TO FORM

County Attorney

Central Piedmont Community College

By _____
President

APPROVED AS TO FORM

CPCC Attorney

Town of Huntersville

By _____
Town Manager

APPROVED AS TO FORM

Town Attorney