

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**AN INTERLOCAL AGREEMENT BETWEEN THE TOWNS OF
DAVIDSON, CORNELIUS AND HUNTERSVILLE, NORTH CAROLINA,
CREATING THE NORTH MECKLENBURG ALLIANCE**

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

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

Article 3. Name

The name of the agency created under this Agreement shall be the North Mecklenburg Alliance (hereinafter “Alliance”).

Article 4. Objectives

The objective of the Alliance is to study, investigate and advocate any and all transportation improvements in the Lake Norman area, including continuing to promote regionalism amongst the lake towns of Davidson, Cornelius, and Huntersville while advocating to persuade local, State and Federal officials to give high priority to critical road, interstate, transit, and other multi-modal projects which allow continued quality 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. The Alliance may also study, investigate, and advocate for other issues outside of transportation if the parties agree.

Article 5. Governance

- a. The Alliance shall consist of (1) the one representative from each Town to the Charlotte Regional Transportation Planning Organization (hereafter, “CRTPO”), (2) the representative (or his/her alternate) from each Town to the Technical Coordinating Committee (“TCC”), and (3) the representative (or his/her alternate) from each Town to the Metropolitan Transit Commission (“MTC”), for a total of nine (9) members. The alternate CRTPO rep from each town is the first alternate designee or meeting alternate for each of these positions. 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 Alliance shall, from time to time, designate a time and place of meeting, it being contemplated that the Alliance shall meet monthly, and that the hosting Town shall rotate annually. The Town hosting the Alliance 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 five (5) of the members) shall be required to hold a meeting. Designated alternates to regular members shall be counted in determining a quorum.

The Alliance shall elect one of its members as Chairperson of the Alliance 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.

Article 6. Voting

- a. The Alliance 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.
- b. Each Town that is a party to this Agreement reserves the right to specifically not authorize the Alliance to represent its interests before any legislative body, board, administrative hearing, media communication, or such other occasion in which the Alliance is asked, invited, or required to attend, or on any particular matter.

Article 7. Staff, Funding.

It is understood that the Alliance 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.

Article 8. New Members

New member Towns may be added to the Alliance based on their request and the approval of the Alliance and approval by 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. Sub-committee

The Alliance shall have the authority to form such sub committees with such members as it deems necessary to offer advice and provide recommendations to the Alliance on issues that require additional research and would be too cumbersome for the entire group.

Article 10. Term

This Agreement becomes 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 five (5) 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

The Alliance is charged with establishing the work goals of the Alliance and means of measuring the effectiveness of obtaining those goals. On or by July 1 every year after creation of the Alliance, the Alliance shall convene a sub-committee to 1) review all aspects of the organization including its effectiveness of achieving its goals, 2) establishment of the Alliance's work goals and their measurement for the year, and 3) report to the Parties regarding the effectiveness of the Alliance towards its work goals, any recommendations for changes to this Agreement, or in practices of the Alliance.

Article 12. Nonbinding Effect

Decisions made by the Alliance 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 Alliance are recommendations only unless or until such recommended action is voted in the affirmative and approved by the Parties of this Agreement.

Article 13. Withdrawing

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 three (3) months prior to withdrawing. Such notice shall be sent to each Party's members on the Alliance.

Article 14. Amendments

This Agreement may be amended by an affirmative vote of all the Parties.

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