

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MECKLENBURG COUNTY AND TOWN OF HUNTERSVILLE**

This **INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into by and between Mecklenburg County (referred to herein as "County"), a political subdivision of the State of North Carolina and the Town of Huntersville (referred to herein as "Town") a municipal corporation organized under the law of the State of North Carolina each a "Party," (or collectively the "Parties"), to be effective January 1, 2026.

WITNESSETH:

WHEREAS, the Town and the County have the authority pursuant to General Statute § 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to enter into Agreements and Partnerships with each other for the exercise of any governmental function which either has been granted the authority to exercise and to enter into Interlocal cooperation agreements to specify the details of these undertakings; and

WHEREAS, Mecklenburg County recognizes that our nation's veterans have bravely served in the armed forces, sacrificing their safety and well-being to protect the freedoms and rights we cherish as citizens; and

WHEREAS, the commitment and dedication of our veterans and their families deserve not only our gratitude but also tangible support and resources to help them transition successfully into civilian life and our community while obtaining the benefits they have earned; and

WHEREAS, it is our duty as a community to honor their service by ensuring that veterans have access to essential services such as housing support, access to healthcare, education, employment, benefits, and social enrichment; and

WHEREAS, collaboration among local government entities through interlocal agreement will foster the pooling of resources ultimately enhancing the effectiveness of the services provided to our veterans; and

WHEREAS, it is our obligation to ensure that no veteran or their families feel isolated or underserved, and that all veterans in our community have the opportunity for a successful and dignified life post-service; and

WHEREAS, establishing a designated Veteran Services Office in collaboration with the Town of Huntersville in the Huntersville Town Hall will provide streamlined access to these vital services, creating a supportive environment where veterans can better access assistance they need in north Mecklenburg County; and

WHEREAS, the Mecklenburg County Board of Commissioners and Town of Huntersville Board of Commissioners have approved the initiatives contained in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants of the parties as set forth herein, the County and Town agree as follows:

AGREEMENT

1. PURPOSE.

The purpose of this partnership agreement is to establish a County Veterans Services Office in the Town of Huntersville Town Hall located at 14704 North Old Statesville Road, Huntersville, NC 28078. Combining County and Town efforts to have greater efficiency of scale and streamlined access to vital services, creating a supportive environment where veterans can better access essential services such as housing support, access to healthcare, education, employment, benefits, and social enrichment.

2. DURATION OF THE AGREEMENT.

- 2.1. The term of the agreement shall be from January 1, 2026, through June 30, 2026, with program funding beginning January 1, 2026, and ending Jun 30, 2026.
- 2.2. The agreement will automatically renew annually unless terminated in accordance with section 6 of this agreement.
- 2.3. To provide prompt and efficient services, all parties agree to maintain open communication with the other and be available during regular business hours.

3. DUTIES OF THE TOWN

3.1. Town agrees:

- To pay fifty (50) percent of the Full-Time Equivalent (FTE) to Mecklenburg County to staff the Veterans Service Office with a Veteran Service Officer FTE as follows:
 - The Town shall transfer \$27,500 (twenty-seven thousand five hundred) dollars (“Town Funds”) to Mecklenburg County Finance Department as soon as practicable after January 1, 2026, or when funding becomes available in the FY2026 budget.
 - The Town shall transfer \$55,000 (fifty-five thousand) dollars (“Town Funds”) to Mecklenburg County Finance Department as soon as practicable after July 1, or when funding becomes available in all future FY budgets until this agreement is terminated.
- To provide for the physical dedicated office space and equipment including but not limited to desk, chairs, bookshelf, and filing cabinet, located at 14704 North Old Statesville Road, Huntersville, NC 28078 and required access in the performance of duties related to County Veterans Services.
- Provide access to computer network and/or Wi-Fi suitable for and meeting applicable security requirements for connectivity to local, state, and federal databases
- The program will be managed by Mecklenburg County Department of Community Support Services.
- Promote the Veterans Service Office through their standard communication channels, platforms, and public information distributions.

4. DUTIES OF THE COUNTY

4.1. County agrees:

- The Mecklenburg County Department of Community Support Services shall at all times manage the Veterans Services Office and all employees thereof. The employees of the Veterans Service Office shall at all times be employed by and under the exclusive control and supervision of Mecklenburg County, which is solely responsible for their compensation.
- To fund fifty (50) percent of the Veteran Service Officer FTE and related business expenses.
- To provide for related Information Technology hardware and software, cell phone, and any other technological equipment needed by Veteran Service Officer to access local, state, and federal resources as necessary in the performance of duties.

- To provide one trained and accredited Veteran Service Officer for the Veterans Services Office Monday through Friday from 8:00am to 5:00pm with exception for county holidays, required employee continuing education, and any absences for employee sick or annual leave.

5. AMENDMENT.

- The County Manager and Town Manager or their designees, are authorized to amend any components of this agreement without further authorization of the Mecklenburg County Board of Commissioners or Town of Huntersville Board of Commissioners.
- Except as provided herein, this Agreement may not be modified or amended except by a subsequent written agreement authorized and signed by all parties.

6. TERMINATION OF AGREEMENT.

- This Agreement may be terminated upon mutual consent of the parties, or by any court of competent jurisdiction upon the finding that there has been such a 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.
- Either party may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the other party. As soon as practicable after receipt of a written notice of termination without cause, the County shall submit a statement to the Town showing in detail the allocation of funds administered under the program through the date of termination.
- TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:
 - The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof.

Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

- COUNTY AUTHORITY TO TERMINATE.** The following persons are authorized, consistent with this Agreement, to terminate this Agreement on behalf of the County: (a) the County Manager, or any designee of the County Manager.
- TOWN AUTHORITY TO TERMINATE.** The following persons are authorized, consistent with this Agreement, to terminate this Agreement on behalf of Town: (a) the Town Manager, or any designee of the Town Manager.
- OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Agreement, the County shall comply with all applicable terms and conditions contained herein. In addition, within thirty (30) days of the termination by either party, the County shall return all Town funds that have not been utilized by the HOMES program to the Town.

7. 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.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals, written or oral.

9. NOTICES. Any notices, requests or other communications required by this Agreement shall be in writing and shall be deemed duly given if hand-delivered or mailed first class mail, postage prepaid, certified mail, return

receipt requested and addressed:

County	Town
County Manager	Town of Huntersville
Mecklenburg County	Anthony Roberts Town Manager
CMGC 600 E. Fourth Street 11 th Floor	Town Hall 14704 North Old Statesville Road,
Charlotte, NC 28202	Huntersville, NC 28078

10. MISCELLANEOUS

- 10.1 This Agreement may be executed in several counterparts, each of which will be deemed an original and which together shall constitute one and the same instrument.
- 10.2 All paragraph headings are inserted for convenience only.
- 10.3 This Agreement shall not be assigned by the Town without prior written consent of the County.
- 10.4 This Agreement replaces and supersedes all prior oral or written agreements between the parties with respect to the subject matter hereof and shall not be amended except by written agreement signed by the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed.

TOWN OF HUNTERSVILLE

Town Manager: _____

Approved as to form by Town Attorney: _____

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

Finance Officer: _____

MECKLENBURG COUNTY

County Manager: _____

Approved as to form by County Attorney: _____

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

Finance Officer: _____