

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of Feb. 11, 2025, by and between Union County (the "County") and the Town of Indian Trail (the "Municipality") (hereinafter each individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the County and Municipality, in partnership with the City of Charlotte, by and through its public transit department, the Charlotte Area Transit System ("CATS"), funds an express bus route along US 74 (the "Route"), with a stop located within the jurisdictional limits of the Municipality; and

WHEREAS, the Municipality has committed \$19,500 (the "Initial Contribution") in funding to help pay for the Route in Fiscal Year 2025 ("FY25"); and

WHEREAS, a five-year agreement with annual 3.5% increases in the amount contributed by the Municipality will help provide predictability for Route support; and

WHEREAS, the Municipality agrees to contribute the following amounts proportional share of the non-CATS cost of the Route for Fiscal Year 2026 through Fiscal Year 2030 (each referred to as a "Contribution"):

Fiscal Year 2026 - \$20,183  
Fiscal Year 2027 - \$20,889  
Fiscal Year 2028 - \$21,620  
Fiscal Year 2029 - \$22,377  
Fiscal Year 2030 - \$23,160; and

WHEREAS, the County and the Municipality agree to continue to cooperatively work to raise awareness of the Route.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. The term of this Agreement shall begin on mutual execution and shall continue through June 30, 2030. Notwithstanding the foregoing, the Parties may, by mutual written consent, terminate this Agreement at any time and for any reason. A Party may also terminate this Agreement upon 125 days' written notice to the other Party. If the Municipality is the terminating Party, the Municipality will be responsible for termination costs incurred by CATS and the County related to termination of the Agreement through the date of termination ("Municipality Termination Costs"). The Municipality Termination Costs are in addition to the Initial Contribution or future applicable fiscal year Contribution. Notwithstanding anything in this Agreement to the contrary, however, the Municipality Termination Costs shall not exceed \$2,500 without written amendment hereto. If the County is the terminating party, the County shall be responsible for termination costs as set forth in the Union County Regional Transit Service Contract (the "RTS Contract") between the County and the City of Charlotte, dated October 1, 2023, as subsequently amended.

2. Upon receipt of an invoice by CATS during each fiscal year for the non-CATS cost of the Route, the County will invoice the Municipality for the Initial Contribution or succeeding annual Contribution as set forth in this Agreement. Within thirty (30) days of receipt of each such invoice, the Municipality shall pay the County the invoiced amount.

3. The Municipality understands and acknowledges that the RTS Contract permits CATS to make changes to the service routes and other components related to the service in CATS' discretion, which may include the location of bus stops along the Route. Nevertheless, if CATS proposes a change to the location of the bus stop within the Municipality during the term of this Agreement and does request input or feedback from the County as to the new location, the County agrees to seek comments and input from the Municipality before providing such feedback to CATS.

4. This Agreement may be amended at any time by mutual, written consent of the parties.

5. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory further warrants that the execution, delivery and performance by it of this Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Agreement to be duly executed, this the day and year first above written.

**Union County:**

By: \_\_\_\_\_ (SEAL)  
Brian W. Matthews, County Manager

Approved as to Legal Form CAM

**Town of Indian Trail:**

By: Michael McLaurin (SEAL)  
Michael McLaurin,  
Town Manager

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

Amassey 2/11/25  
Finance Officer