

NORTH CAROLINA

**AMENDMENT TO INTERLOCAL
ORGANIZATION AND OPERATING
AGREEMENT**

COUNTY OF UNION

This AMENDMENT, made and entered into as of the ____ day of June, 2025, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter “County”), and the **CITY OF MONROE**, a municipal corporation chartered under the laws of the State of North Carolina (hereafter “City”), shall modify as indicated that Interlocal Organization and Operating Agreement between the parties dated October 12, 2021, hereafter referred to as the “Agreement.”

WHEREAS, County and City entered into the Agreement to establish the Monroe-Union County Economic Development Commission (the “Commission”), with the purpose, governance, organizational structure, powers and duties, and activities as provided in the Agreement and the resolution establishing the Commission (the “Establishing Resolution”), effective January 1, 2022; and

WHEREAS, County and City have determined that it is now in their respective best interests to promote economic development activity through each entity’s own internal economic development efforts, engaging in economic development project collaboration with each other on a case-by-case basis moving forward; and

WHEREAS, County and City desire to repeal the Establishing Resolution, terminate the Agreement, and distribute Commission assets, thereby dissolving the Commission; and

WHEREAS, County and City had adopted, or will adopt along with this Amendment, a resolution which repeals the Establishment Resolution; and

WHEREAS, County and City desire to “wind-down” the Commission effective July 1, 2025, including distributing Commission assets prior to that date; and

WHEREAS, County and City agree that the Commission should continue in existence for several months beyond the July 1, 2025, date, in order to meet statutory requirements related to fiscal audits as well as any other obligations; and

WHEREAS, as of July 1, 2025, the membership of the Commission’s Board of Directors will be changed for the end of the “wind-down” period, such that City’s City Council and Mayor will be the members of the Commission’s Board of Directors and City will be responsible for the payment of any outstanding obligations of the Commission until the Commission’s dissolution date, with County agreeing to reimburse City fifty percent (50%) of such costs; and

WHEREAS, the County and City desire for the final repeal of the Establishing Resolution and termination of the Agreement to be effective November 1, 2025; and

WHEREAS, the County and City agree to amend the Agreement as set forth herein, along with adoption of the Resolution repealing the Establishing Resolution, in order to wind-down and ultimately dissolve the Commission.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. The County and City agree to the distribution of Commission property in accordance with the "Monroe-Union County Economic Development Commission Dissolution and Division of Assets" document (the "Division of Assets Document") which is attached and incorporated herein as Exhibit 1. All of the Commission's assets shall be distributed to County and City in accordance with the Division of Assets Document prior to July 1, 2025.

As of July 1, 2025, City shall be responsible for the payment of any outstanding obligations of the Commission prior to its dissolution effective November 1, 2025. For any such Commission expenses for which the City is responsible pursuant to this paragraph which were obligated or incurred prior to July 1, 2025, County agrees to reimburse City fifty percent (50%) of such expenses upon invoice from City. However, such reimbursement requirement shall not apply to any expenses for the Commission's FY 2025 audit expenses as set forth in the audit contract between the Commission and Martin Starnes & Associates, CPAs, P.A., as the City shall be solely responsible for such expenses. City and County agree that County shall have no further liability for Commission acts occurring, or Commission obligations incurred, on or after July 1, 2025.

2. Effective July 1, 2025, the Agreement shall be superseded by an amended Agreement, which is attached and incorporated herein as Exhibit 2 to this Amendment.
3. This Amendment is effective upon adoption, except for those sections which specifically note a different effective date.

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

ATTEST

UNION COUNTY

Lynn G. West
Clerk to the Board

Brian W. Matthews
County Manager

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

Finance Officer

ATTEST

CITY OF MONROE

Bridgette H. Robinson
City Clerk

William M. Watson
City Manager

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

Finance Officer